

# DOWNTOWN DEVELOPMENT AUTHORITY/LOCAL DEVELOPMENT FINANCE AUTHORITY AGENDA



## Regular Meeting

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June 30, 2025 at 4:30 PM

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 4) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
- 5) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
- 6) **DDA NEW BUSINESS**
  - A. **HOME SLICE PIZZA DDA LIQUOR LICENSE**
  - B. **PASTA BELLA DDA LIQUOR LICENSE REQUEST - 301 E MICHIGAN AVE**
  - C. **LIGHTING AND ELECTRICAL REPAIRS FOR PARKING GARAGE**
- 7) **DDA OLD BUSINESS**
- 8) **ADJOURNMENT**



**ITEM 6.A**

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**TO:** [AGENDA\_OFFICIAL\_BODY]  
**FROM:**  
**DATE:** June 30, 2025  
**SUBJECT:** HOME SLICE PIZZA DDA LIQUOR LICENSE

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**RECOMMENDATION:**



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## DOWNTOWN DEVELOPMENT LIQUOR LICENSE APPLICATION

CITY OF MARSHALL AND THE MARSHALL DOWNTOWN DEVELOPMENT AUTHORITY JOINT APPLICATION  
FOR LICENSES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY

Downtown Development Authority Liquor Licenses are licenses available to businesses within the Downtown Development district. Through the provisions of Public Act 501 of 2006, the Liquor Control Commission (LLC) may issue new public on-premises liquor licenses to local units of government. In order to allow cities to enhance the quality of life for their residents and visitors to their communities, the LLC may issue public on-premises licenses in addition to those quota licenses allowed in cities under Section 531 (L) of the Michigan Liquor Control Code, Public Act 58 of 1998 as amended.

Those located within the City of Marshall Downtown Development Authority may be eligible for these licenses (see Appendix A). In order to apply at the State level for a Downtown Development Liquor License, applicants must first complete the local approval process (see Appendix D). The local approval process typically takes between three and four months from the initial application submission.

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### SECTION I - Eligibility Requirements

Applicants must meet all of the following criteria:

- The applicant has called the Michigan Liquor Control Commission (MLCC) at 866-813-0011 to discuss the best liquor license options for the applicant
- The building is located within the City of Marshall Downtown Development Authority boundaries (see Appendix A)
- Applicant venue is open to the general public
- The seating capacity is at least 25
- At least \$75,000 has been expended for the rehabilitation or restoration of the building in the preceding 5 years (new buildings are not eligible), or a commitment to expend at least such amount as a capital investment in the building before the license is issued has been made
- The applicant and associated business partners have no unpaid taxes outstanding to the City of Marshall
- The applicant is aware that the Downtown Development Authority Liquor License State fee is \$20,000 and the license cannot be relocated from its original location, and should the applicant's operation cease its business, the liquor license must be surrendered to the MLCC
- The amount of public and private investment in real and personal property within the development district has been least \$200,000 in the preceding 5 years, as verified by the City Assessor's affidavit (applicant must request verification from the City)

**Note:** Per state requirements, a new application to sell alcoholic beverages at retail may be denied if the proposed location is within 500 feet of a church or school. The MLCC may waive the church/school provision if the church or school does not file an objection to the proposed license. If the church or school does file an objection, the MLCC shall hold a hearing before making a decision on the issuance of the license. It is recommended that applicants within 500 feet of a church or school reach out to those entities prior to submitting an application.

## SECTION II - Application Checklist

Complete City’s Downtown Development Authority Liquor License application and submit with the attachments listed below to the City of Marshall for review. Upon receipt of a complete application, the City of Marshall will schedule a meeting with applicant and Liquor License Review Committee in 2-4 weeks.

### Application Documents & Attachments

- ✓A. City of Marshall Downtown Development Authority Liquor License Application (Appendix B)
- ✓B. Applicant Business Plan
- ✓C. A notarized signed lease, copy of deed, or purchase agreement
- ✓D. Appropriate documentation (receipts or paid invoices) demonstrating at least \$75,000 has been expended for the rehabilitation or restoration of the building
- E. Per City and MLCC requirements, evidence that the applicant made an attempt to secure an on-premise quota license or escrow license, but was unsuccessful (see Appendix C for details)
- F. Application processing fee of \$425, payable to the City of Marshall

Submit by mail, email or in-person to the City of Marshall at:

By mail/in-person: 323 W Michigan Ave  
Marshall, MI 49068  
Monday-Friday, 8 a.m. to 5 p.m.

By email: [meubank@cityofmarshall.com](mailto:meubank@cityofmarshall.com)

### Next Steps

Please see Appendix D for a step-by-step overview of the City’s Downtown Development Authority liquor license application process. Contact information for all local offices involved is listed below.

Contact	Phone	Email
Marshall Director of Community Development	269.558.0354	<a href="mailto:mstrange@cityofmarshall.com">mstrange@cityofmarshall.com</a>
Marshall City Assessor’s Office	269.781.5183	<a href="mailto:kwright@cityofmarshall.com">kwright@cityofmarshall.com</a>
Marshall City Clerk’s Office	269.558.0351	<a href="mailto:meubank@cityofmarshall.com">meubank@cityofmarshall.com</a>
Marshall Police Department	269.781.2596	<a href="mailto:ttravis@cityofmarshall.com">ttravis@cityofmarshall.com</a>

## State Application Process

Once the applicant has completed the local application process and received approval from the Marshall City Council, the applicant must then submit all required application materials and fees to the Michigan Liquor Control Commission. For questions about the Michigan Liquor Control Commission process, please contact 866-813-0011 or visit [Michigan.gov/lcc](https://www.michigan.gov/lcc).

Applicants will be required to complete the following documents:

- 1) Michigan Liquor Control Commission Application  
[https://www.michigan.gov/documents/lara/LCC100\\_507420\\_7.pdf](https://www.michigan.gov/documents/lara/LCC100_507420_7.pdf)
- 2) New On-Premises Redevelopment or Development District License Questionnaire  
[https://www.michigan.gov/documents/lara/lcc109b\\_628392\\_7.pdf](https://www.michigan.gov/documents/lara/lcc109b_628392_7.pdf)



For Office Use Only	
Received by: _____	Date _____
Amt. Paid: _____	
Date Circulated: _____	

### DOWNTOWN DEVELOPMENT AUTHORITY LIQUOR LICENSE APPLICATION

CITY OF MARSHALL AND MARSHALL DOWNTOWN DEVELOPMENT AUTHORITY JOINT APPLICATION FOR LICENSES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY

APPLICANT CONTACT							
This is the individual who will serve as the primary representative of the business during the application process.							
Last Name	Osterwalder	First	Brian	M.I.	R	Date	6/22/2025
Street Address	17240 20 mile Rd			Apartment/Unit #			
City	Marshall	State	MI	ZIP	49068		
Phone	567-230-6789	E-mail Address	info@homesticepizzeria.com				
Date of Birth	12/7/1977	Driver's License	Number	0236098738932	State	MI	

APPLICANT TO BE LICENSED INFORMATION							
Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.							
Applicant/Business name	Home Slice Pizzeria, INC.						
Address to be licensed	115 S. Grand St			Unit/Suite #	4		
City	Marshall	State	MI	ZIP	49068		
Phone	269 248 6230	E-mail Address	info@homeslicepizzeria.com				
Mailing address (if different from above):							
City		State		ZIP			

BUSINESS PREMISES INFORMATION							
Type of Business	Restaurant			Hours of operation	Sun 3-9pm Mon-Sat 11-9pm		
Part Time Jobs Created	16	Full Time Jobs Created	4	Manager Jobs Created	2		
Estimated investment and size of the overall project	55,000						
Anticipated date of completion of the project (must be within 6 months of City Commission approval) See: Section 4-A-4	10/1/2025						
List all uses, current and proposed, located on the premises or in the development (e.g., restaurant, hotel):	Restaurant						

**ADDITIONAL INFORMATION**

Has the applicant, ever, prior to this application, made application for a license to sell beer and wine or spirits?

YES  NO  If yes, state the date, place and disposition of each application

Has the applicant ever been convicted of a felony?

YES  NO  If yes, explain

Is the applicant disqualified under the State Liquor Control Act or any provision of Chapter 115 of the Marshall City Code from receiving a license?

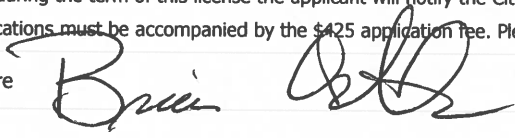
YES  NO  **Please prepare a full copy of your business plan to submit with this application.**

**DISCLAIMER AND SIGNATURE**

By signing the application the applicant affirms that the information provided herein is true and accurate to the best of his or her knowledge that he or she will not violate any ordinance of the City of Marshall or laws of the United States of America or the State of Michigan in the conduct of the licensed business. The applicant further affirms that should any of the information contained in this application, or any attachment thereto, change during the term of this license the applicant will notify the City Clerk in writing of the change within thirty (30) days.

All applications must be accompanied by the \$425 application fee. Please make checks payable to 'City of Marshall'

Signature



Date

6/22/2025

## Executive Summary – Home Slice Pizzeria

Home Slice Pizzeria is a locally-owned and operated pizza restaurant known for its handcrafted, pizzas made from scratch using fresh, high-quality ingredients. Since opening, Home Slice has established itself as a neighborhood favorite, offering carryout and delivery to a loyal customer base drawn by our commitment to flavor, consistency, and community.

As part of our growth strategy and in response to increasing customer demand, we are expanding our business model to include **full dine-in service**. This addition will elevate the overall customer experience, create new revenue streams, and position Home Slice as a community gathering spot—not just a pizza provider. The new dine-in area will feature a welcoming, casual environment with counter service, table seating, and curated beverage offerings including local craft beers and house-made sodas.

The dine-in expansion is projected to increase monthly revenue by 30% within the first 12 months and create 8-15 new jobs. Home Slice will maintain its core menu while introducing dine-in exclusives such as seasonal salads, shareable appetizers, and dessert offerings, creating incentive for longer, more frequent visits.

With a proven brand, strong customer loyalty, and operational experience, Home Slice is well-positioned to execute this next phase successfully. This expansion will deepen our community roots, enhance the brand experience, and increase overall profitability.

## Company Overview – Home Slice Pizzeria

**Home Slice Pizzeria** is a locally-owned and operated restaurant specializing in authentic, handcrafted New York-style pizza made with fresh, high-quality ingredients. Located in the heart of the community, Home Slice has built a loyal customer base and a strong reputation for flavor, consistency, and service.

Founded by **Brian and Becky Osterwalder**, the business has been operating successfully for **2.5 years**, originally offering carryout and delivery services. The Osterwalders bring a combined passion for culinary excellence and hospitality, with a hands-on ownership style that emphasizes quality, community engagement, and team culture.

In response to growing customer demand and evolving dining preferences, Home Slice is now expanding to include **on-site dine-in service**, offering **seating for up to 45 guests**. This addition will transform the restaurant into a full-service experience, while maintaining the convenience and efficiency that made it popular.

The dine-in expansion will include:

- A **welcoming indoor seating area** with a casual, family-friendly atmosphere
- An **expanded menu** with appetizers, salads, desserts, and exclusive dine-in options

- **A beer, wine, and craft cocktail program** designed to complement the menu and enhance the guest experience

This next phase of growth will create new revenue opportunities, deepen customer loyalty, and further establish Home Slice as a staple in the community. With a strong operational foundation, proven customer appeal, and dedicated ownership, Home Slice Pizzeria is well-positioned for long-term success and sustainable growth.

## **Market Analysis – Home Slice Pizzeria**

### **Industry Overview**

The U.S. pizza industry continues to show strong demand, valued at over \$46 billion annually. While delivery and takeout remain essential service models, consumer behavior has shifted post-pandemic, with increased interest in dine-in experiences that offer quality food, ambiance, and social connection. Additionally, pizza restaurants that offer craft beverages and curated menus are capturing more value per customer visit.

Locally, the fast-casual dining segment is growing, driven by a population seeking convenient yet elevated food experiences in comfortable environments. Home Slice is poised to meet this demand with its new dine-in offering.

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### **Target Market**

Home Slice primarily serves middle-income individuals and families within a 6-13 mile radius of the restaurant. With the new dine-in expansion, our target audience expands to include:

- **Young professionals and couples** seeking casual dining with drink options
- **Families** looking for a friendly, sit-down meal option
- **Groups of friends** wanting a social spot for pizza, drinks, and conversation
- **Local businesses** for weekday lunch and after-work gatherings

### **Demographics:**

- Age range: 25–55
- Income: \$50K–\$120K
- Dining preferences: Casual, high-quality, affordable
- Habits: Eats out 2–3x per week, values locally-owned businesses

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### **Location Analysis**

Home Slice is strategically located in a high-visibility, high-traffic area with a strong mix of residential homes, local businesses, and schools nearby. Walk-in traffic, foot visibility, and proximity to main roads provide excellent exposure for both lunch and dinner service. The addition of dine-in seating and alcohol positions the restaurant to capture more evening and weekend foot traffic, which previously saw limited engagement due to the takeout-only model.

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## **Competitive Landscape**

There are several pizza restaurants and casual dining spots in the area, including national chains and local establishments. However, few offer the combination of:

- Authentic, pizza made from scratch
- Locally-owned, community-focused service
- Dine-in with beer, wine, and craft cocktails
- A warm, casual atmosphere with attentive service

This combination uniquely positions Home Slice to stand out in a competitive market.

### **Primary competitors:**

- Large chains (Domino's, Hungry Howies): Compete on speed and pricing, but not on quality or dining experience
  - Local pizzerias: Some offer dine-in, but limited in drink options and ambiance
  - Casual restaurants: Broader menus, but lack Home Slice's focus and product excellence
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## **Market Opportunity**

The expansion into dine-in service allows Home Slice to:

- Increase average ticket size through beverage sales and dine-in exclusives
- Extend customer dwell time and loyalty
- Appeal to new customer segments, especially those seeking social dining experiences
- Host events (trivia nights, small gatherings) to drive evening traffic

With the right marketing and community engagement, Home Slice can capture a larger share of the local casual dining market and position itself as a go-to neighborhood spot.

## **Marketing & Sales Strategy – Home Slice Pizzeria**

### **Brand Positioning**

Home Slice Pizzeria is positioned as a **high-quality, community-focused, casual dining destination** that blends the comfort of a local pizza joint with the appeal of a sit-down restaurant. Our brand identity emphasizes:

- Authenticity and craftsmanship
  - Local ownership and friendly service
  - A fun, laid-back atmosphere with good food and drinks
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## Marketing Goals

1. Increase awareness of dine-in and alcohol service
  2. Attract new customer segments (social diners, happy hour crowds)
  3. Retain loyal customers through enhanced service offerings
  4. Boost average ticket size and frequency of visits
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## Key Marketing Strategies

### 1. Grand Reopening Launch Campaign

To celebrate the launch of the dine-in service:

- **Soft launch nights** for VIPs, local influencers, and loyal customers
- **Grand reopening weekend** with live music, discounts, or giveaways
- Local press releases and event listings (newspapers, local blogs, community calendars)

### 2. Digital Marketing

- **Social Media Campaigns:** Promote the new dining space, featured cocktails, weekly specials, and behind-the-scenes stories via Instagram, Facebook, and TikTok
- **Email Marketing:** Notify existing customers of the dine-in expansion, exclusive offers, and event invites
- **Google My Business & Yelp Optimization:** Update listings with new photos, menus, and service details to enhance local search visibility

### 3. In-Store Promotions

- Table tents and signage highlighting happy hour deals, drink specials, and upcoming events
- Loyalty cards or digital rewards program for dine-in visits
- Seasonal menus and limited-time offers to encourage repeat traffic

### 4. Local Partnerships

- Partner with local breweries and wineries for cross-promotions and special tasting nights
- Collaborate with nearby businesses for lunch combos or after-work specials
- Sponsor school events, little league teams, or community markets to increase brand visibility

## 5. Events & Experiences

- Host **weekly events** such as trivia nights, live acoustic music, or pizza & pint pairings
- Offer **private party bookings** for small events, birthdays, and work outings
- Launch **pizza-making classes** or seasonal tasting menus to engage food-loving customers

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## Sales Strategy

- Train staff to **upsell beverages**, desserts, and add-ons
- Use **POS data** to track bestsellers and optimize the menu
- Set and monitor KPIs like table turn rate, dine-in ticket average, and repeat visit frequency
- Encourage feedback and reviews to build online reputation

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## Projected Impact

With effective marketing and operational execution, Home Slice projects:

- A **30–40% increase in average customer spend** from dine-in beverage and food sales
- Expanded reach to **new customer segments**, especially adults 25–45 seeking casual dining with drinks
- Stronger **brand equity** and long-term customer loyalty

## Operations Plan – Home Slice Pizzeria

### Hours of Operation

- Monday to Saturday: 11 AM – 9 PM
- Sunday: 3 PM – 9 PM

### Staffing Plan

- Owners: Brian and Becky Osterwalder (day-to-day operations and management)
- Front of House: 2-3 servers, 1 host, 1 bartender (peak hours)
- Kitchen Staff: 2 pizza cooks, 1 prep cook, 1 dishwasher per shift

- Additional part-time staff for weekends and events

### **Daily Operations**

- Prep begins 2 hours before opening; cleaning and breakdown continue 1 hour after closing
- POS and kitchen display system (KDS) will be used for order accuracy and efficiency
- Regular staff training sessions for food quality, service standards, and upselling techniques
- Alcohol service requires TABC-certified (or state equivalent) staff and responsible serving practices

### **Vendor Management**

- Continued partnership with local farms and produce suppliers
- Beverage suppliers for craft beers, wines, and cocktail ingredients
- Weekly inventory and ordering system managed by the kitchen lead and the bartender

### **Customer Experience**

- Casual but attentive service with table touch-ins by ownership and servers
- Waitlist management system during peak hours
- Feedback collected via table surveys and online review monitoring

### **Technology and Tools**

- POS System: Integrated with online orders, dine-in tickets, and inventory
- Reservation and waitlist platform (e.g., Yelp or OpenTable)
- Marketing CRM for email campaigns and loyalty program

### **Financial Plan – Home Slice Pizzeria**

#### **Startup Costs for Expansion**

- Dining Area Renovation: \$25,000
- Furniture & Fixtures (tables, chairs, bar): \$12,000
- Alcohol License and Compliance: \$25,000
- Kitchen Equipment (if upgraded): \$8,000
- Marketing & Launch Promotions: \$5,000
- Working Capital Reserve: \$10,000
- Total Estimated Investment: \$85,000**

#### **Revenue Projections (First Year Post-Expansion)**

- Average ticket (dine-in): \$25
- Estimated monthly dine-in covers: 1,800 guests

- Monthly dine-in revenue: ~\$45,000
- Carryout/Delivery: ~\$50,000/month (consistent)
- Total monthly revenue: ~\$95,000
- Projected annual revenue: ~\$1,140,000

**Operating Costs (Monthly Estimates)**

- Labor: \$32,000
- Food & Beverage COGS: \$23,000
- Rent & Utilities: \$2,900
- Marketing: \$500
- Misc. (licenses, repairs, cleaning, software): \$2,000
- Total Expenses: ~\$60,400/month

**Profit Margin Goal:** 15–20% net profit within 12–18 months

# COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on November 1, 2022, is between:

The **Lessor** is individual known as Brian Charbonneau with a mailing address of 16745 18 Mile Rd, Marshall, Michigan, 49068, hereinafter referring as the "Lessor".

**AND**

The **Lessee** is a business entity known as Home Slice Pizzeria, Inc. with a mailing address of 115 S. Grand St, Marshall, Michigan, 49068, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

Hereinafter referred to as the "Premises": 115 S. Grand Street, Marshall, Michigan 49068

**USE OF LEASED PREMISES.** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for a Pizza Restaurant.

Any change in use or purpose of the Premises the other than as described above shall be upon prior written consent of Lessor only otherwise the Lessor will be considered in default of this Lease Agreement.

**TERMS OF LEASE.** This Lease shall commence on November 15, 2022 and expire at Midnight on October 31, 2027 ("Initial Term")

**RENT AMOUNT.** Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

## PAYMENT SCHEDULE

Start Date: November 15, 2022 End Date : October 31, 2027 Payment \$1,975.00 per month

**RENT PAYMENT.** Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

**RETURNED CHECKS (NSF).** If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$35.00 in addition to any late fee.

**LATE FEE.** The Lessor shall charge a late payment fee if rent is not paid on time in the following amount:

The Lessee shall charge a late fee in the amount of \$10.00 daily until the rent is fully satisfied, including any late fees, if the rent is not paid after the 2nd day payment is due.

**OPTION TO RENEW.** The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 2 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

#### RENEWAL PERIODS

The first (1st) renewal period shall begin on November 1, 2027, and end on October 31, 2032, with the Rent to be paid monthly.

At the expiration of the Initial Term thereafter ending October 31, 2027 and for the first five-year Renewal Period during the Term, the Rent Payment shall be subject to CPI adjustment as follows:

At the expiration of the initial period ending October 31, 2027 and for the first five-year Renewal Period thereafter, the annual rent for the succeeding five-year period shall be determined by multiplying the annual Base Rent in effect for the immediately preceding five-year period times the "CPI Factor" (as hereinafter defined), provided, however, that the CPI Factor shall never be less than 1.00, and the annual rent increase shall not exceed 3 percent annually.

As used herein, the "CPI Factor" which shall be determined at the expiration of each five-year period during the Term, shall be determined as follows:

(A) The United States Bureau of Labor Statistics "Consumer Price Index for Urban Consumers All Items-U.S. City Average" (commonly referred to as "CPI-U"), as the same may from time to time be revised, updated or replaced, hereinafter referred to as the "index" (if said index is no longer published, Lessor will use a comparable 2 index) shall be used to determine the CPI Factor set forth in subsection (B) immediately below;

(B) The index value in effect for November 2022, October 2027 and each subsequent October at the end of a five-year period shall be the "Old CPI"; the index value for October 2027 and each subsequent October at the end of a five year period shall be the "New CPI"; and the CPI Factor shall be determined by the following formula:

$$\text{Base Rent as adjusted by CPI} = 1 + \frac{\text{New CPI} - \text{Old CPI}}{\text{Old CPI}}$$

For example: If the CPI for November of 2022 were 354.4 ("Old CPI") and the CPI for October 2027 were 379.2 ("New CPI"), the CPI factor would be 1.0699. If the previous annual Base Rent were \$23,700, then the new annual Base Rent for the period commencing January 2004 would be 25,358.47.

The second (2nd) renewal period shall begin November 1, 2032, and end on October 31, 2037, with the rent to be monthly. At the expiration of the first five year Renewal Period ending October 31, 2032 the Rent Payment shall be subject to CPI adjustment as defined above.

**Expenses** In accordance with a gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that the above-mentioned Rent is the entirety of the payment due per month and expenses payable by Lessee to Lessor and Lessee is not obligated to pay any additional expenses including real estate taxes, insurance (other than on the Lessee's personal property) liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general structure of the Premises, and, in addition, shall maintain all major systems such as the heating, cooling, and water heater. Lessee shall maintain parking area and shall provide snow removal of parking area and sidewalks, provide grounds and lands surrounding the Premises, except as hereinafter set forth. The Lessor will maintain at his expense, casualty insurance insuring the leased Premises against loss by fire and negligence. The Lessee shall provide and maintain personal liability and property damage insurance as a Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease, at least to the limits of \$1,000,000.

**UTILITIES** Lessor covenants that the Leased Premises shall have the ability to be connected to adequate utility service lines, including gas, water, electric, storm sewer, sanitary sewer, and telephone. The Lessee shall be responsible for any and all prorated utilities to the Premises in relation to the total property area of Suites #4 and #5 as reasonably determined by Lessor. Lessor shall provide Lessee with documentation related to the breakdown of the prorated utility usage for Suites #4 and #5 to be paid by Lessee.

**RENT PRE-PAYMENT.** A security deposit in the amount of \$1,975.00 shall be due and payable in advance upon the signing of the Lease and which amount shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease.

Provided the Premises is returned to the Lessor in the same condition as the start of Initial Term, lessened normal "wear and tear," the Lessee shall have their Security Deposit amount of \$1,975.00 returned within 30 days.

**FURNISHINGS.** The Lessor will not provide any furnishings the Lessee under this Lease.

**PARKING.** Parking shall be provided to the Lessee in a dedicated manner provided on the Premises. There shall be a total number of 14 parking spaces provided to the Lessee.

There will be no fee charged to the Lessee for the use of the Parking Space(s).

**RIGHT FOR FIRST REFUSAL.** Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 7 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to exercise its right of first refusal for the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessor, the Lessor will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum 30 days to secure financing for the purchase of the Premises.

**LEASEHOLD IMPROVEMENTS.** the Lessee agrees that no leasehold improvements, alterations or changes of any nature), except for those listed on an attached addenda) shall be

made in the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of the Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction the building, housing the subject leasehold Premises. If the Lease makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing to the Lease shall be construed to to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**LICENSES AND PERMITS.** A copy of any and all local, state, federal permits acquired by the Lessee which are requires for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and or their agents or any local, state or federal officials upon demand.

**MAINTENANCE** The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularity items that need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, cleaning of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous waste and see that the same properly disposed according to all local, state and federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of neglect or negligence of Lessee, his employees, agents, business invitees, or any independent contractors, serving the Lessee or in anyway as a result of Lessee's use and occupancy of the premise, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company or the imaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, as made in a timely fashion, including notice to the Lessor, and and the party or parties causing said damage.

**SALE OF PROPERTY.** Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the premises, attorn to the purchaser and recognize such purchase as Lessor under this Lease.

**HVAC MAINTENANCE.** Lessor will provide or engage a reputable and experienced firm for the purpose of periodically inspecting and maintaining the heating ventilating and air conditioning equipment located on the premises, hereinafter referred to as the "HVAC System."

In addition, the Lessor shall be responsible for all costs associated in the everyday upkeep and maintenance of said HVAC System.

**INSURANCE.** In the event that the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may but shall not be required to obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon there premises any articles or goods which may be prohibited by the standard form or fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by the Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**SUBLET ASSIGNMENT.** The Lessee may not transfer or assign the Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

**DAMAGED TO LEASED PREMISES.** In the event the building housing the leased premises shall be destroyed or damaged as a result of any firer other casualty which is not the result of the intentional acts or neglects of Lessee and which precludes or adversely reflects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent of which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that into event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of the Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste material or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance any law or regulations a federal, state, or local authority.

**HAZARDOUS MATERIAL LAWS.** Shall mean any and all federal, state or local laws , ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substance, hazardous materials, hazardous waste, toxic substances, environmental conditions, under, or about the Premises, the Building, or the Property, or soiled ground water conditions, including , but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

**LESSEE'S DEFAULT AND POSSESSIONS.** in the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default any terms of said Lease for a period of more than 15 days, after receiving notice said default, then the parties hereto expressly and covenant that the Lessor

may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment, or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interests in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property.

**LESSOR'S DEFAULT.** The Lessee may send written notices to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs more time to cure or remedy such issue in accordance with the standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate the Lease Agreement and be held harmless against any of its terms or obligations.

**DISPUTES.** If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation accordance with the laws on the State of Michigan. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgement made by the American Arbitration Association.

**INDEMNIFICATION.** The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses that the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises.

**BANKRUPTCY-INSOLVENCY.** The Lessee agrees that in the event all or substantial portion of the Lessee's assets are placed in the hands of a receiver or Trustee, and such status continues for a period of 30 days or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

**SUBORDINATION AND ATTORNMENT.** Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgages now or hereafter in force against the property or any portion thereof, and to all advance made or hereafter be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of the Lease. Lessee agrees that the Lease shall remain in full force and effect

notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of sale or assignment Lessor's interest in the building which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise for the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchase as Lessor under the Lease.

**USAGE BY LESSEE.** Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by an authority or any insurance company with which the premise is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosive or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises.

**SIGNAGE.** Lessee shall not place any exterior door, wall or window on the premises or any sign or advertising matter without the prior written consent and approval of the Lessor and the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any reasonable uniform sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all images caused or resulting from such removal.

**PETS.** No pets shall be allowed on the premises without the prior written permission of Lessor unless said pet is required for reason of disability under the American with Disability Act.

**CONDITION OF PREMISES/INSPECTION BY LESSEE.** The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with the respect to the condition the premises its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that the Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

**AMERICANS WITH DISABILITY ACT.** Per 42 US Code 12183 If the Lessee is using the Premises as a public accommodations or there are more than 15 employees, the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors, and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disabilities Act any modifications or construction will be the responsibility of the Lessor.

**RIGHT TO ENTRY.** It is agreed and understood that the Lessor and its agents have the complete and unencumbered right of entry to the Premises at any time or times of purpose of inspecting or showing the Premises for the purpose of making any necessary repairs to the building or equipment may be required of the Lessor under the terms of this Lease or may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without consent of the Lessee in the event of an emergency.

**ESTOPPEL CERTIFICATE.** Lessee at any time and from time to time , upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lessee is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

**HOLDOVER PERIOD.** Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in absence of a written agreement to the contrary shall be deemed to have created and be construed as a tenancy from month to month with the rent to be due and payable in the same amount as the previous month, terminable upon 30 days notice by either party.

**WAIVER.** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

**GOVERNING LAW.** This Lease shall be governed by the laws of the State of Michigan.

**NOTICES.** Notices shall be addressed to the following :

Lessor: Brian Charbonneau  
16745 18 Mile Rd, Marshall, Michigan, 49068


Lessee: Pizza Restaurant  
115 S Grand St, Marshall, Michigan, 49068

**AMENDMENT(S).** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**SEVERABILITY.** If any term or provision of this Lease Agreements illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.


**BINDING EFFECT.** This lease and any amendments thereto shall be binding upon the Lessor and the Lessee and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

SIGNATURE  DATE 11-5-22

**BRIAN CHARBONNEAU**

LESSEE SIGNATURE

SIGNATURE  DATE 11-5-22

**HOME SLICE PIZZERIA, INC.**



8020 GRAND ST.  
DEXTER, MI 48130  
(800) 426-0323  
(734) 426-3704  
FAX: (734) 426-5801

www.northernpizzaequipment.com

**QUOTE**

**Due to current economic condition this quotation is subject to acceptance within Ten (10) days.**

**ORDER NUMBER:** 0088101  
**ORDER DATE:** 9/12/2022  
**SALESPERSON:** TE  
**CUSTOMER NUMBER:** 2306613

**SOLD TO:**  
OSTERWALDER

**SHIP TO:**  
OSTERWALDER

**CONFIRM TO:**

PHONE #	CUSTOMER P.O.		COMMENT			TERMS PAYMENT IN ADVANCE	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT	
PS360-2F 360 UPPER OVEN	EACH	1.00	0.00	0.00	9,250.00	9,250.00	
PS360-4F 360 LOWER OVEN	EACH	1.00	0.00	0.00	9,250.00	9,250.00	
BAPP93 BLUE AIR 93" PIZZA PREP TABLE	EACH	1.00	0.00	0.00	6,846.38	6,846.38	
BLMT48 BLUE AIR 48" MEGA TOP	EACH	1.00	0.00	0.00	3,430.77	3,430.77	
BAPP93OS SINGLE TIER OVERSHELF 16" X 93	EACH	1.00	0.00	0.00	521.31	521.31	
CDR2000 Somerset® Dough Roller, 20" sy	EACH	1.00	0.00	0.00	4,306.50	4,306.50	
SW0541 37" 1 COMP SINK W/ 18" LH DRAI	EACH	1.00	0.00	0.00	478.71	478.71	
HH0050 Sink, three compartment, 18" l	EACH	1.00	0.00	0.00	803.00	803.00	
HV7891 5FT. WORK TABLE W/FT	EACH	1.00	0.00	0.00	365.00	365.00	
HH0043 TABLE 60"L X 30"W HOWIES MOD.	EACH	1.00	0.00	0.00	665.00	665.00	
4PHT PIZZA HOLDING TABLE,48"	EACH	1.00	0.00	0.00	1,519.00	1,519.00	
SW0191 48" HEAT LAMP W/PLUG 120V STAN	EACH	2.00	0.00	0.00	COMPONENT		

CONTINUED



**Northern  
Pizza  
Equipment, Inc.®**

**QUOTE**

**Due to current economic condition this quotation is subject to acceptance within Ten (10) days.**

8020 GRAND ST.  
DEXTER, MI 48130  
(800) 426-0323  
(734) 426-3704  
FAX: (734) 426-5801

www.northernpizzaequipment.com

**ORDER NUMBER:** 0088101  
**ORDER DATE:** 9/12/2022  
**SALESPERSON:** TE  
**CUSTOMER NUMBER:** 2306613

**SOLD TO:**  
OSTERWALDER

**SHIP TO:**  
OSTERWALDER

**CONFIRM TO:**

PHONE #	CUSTOMER P.O.			COMMENT	TERMS	
					PAYMENT IN ADVANCE	
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
+7878 ROUTE STAND SHELVES 48"	EACH	4.00	0.00	0.00	COMPONENT	
+7868 72" HOLDING TABLE POST SET OF	EACH	1.00	0.00	0.00	COMPONENT	
+7666 ROUTE STAND GRATE 48"	EACH	2.00	0.00	0.00	COMPONENT	
BSR72 BLUE AIR 3 DOOR REFRIGERATOR	EACH	1.00	0.00	0.00	6,045.06	6,045.06
BSF49 BLUE AIR 2 DOOR FREEZER	EACH	1.00	0.00	0.00	4,947.48	4,947.48

Buyer shall physically inspect and examine the goods at time of receipt  
Claims for damage or shortage in transit shall be processed solely by Buyer directly with the carrier and documented on carrier receipt. If Company has not received actual written notice within ten (10) days after receipt of a shipment, shipment and goods presumed received in full

shipping charges apply to freight deliveries made to commercial addresses. Additional fees may be required when shipping to a residential address. Orders that require date-specific delivery may also incur additional fees. If any order requires special shipping or delivery assistance call us immediately during business hours (800-426-0323) and an Equipment and Supply Specialist will help confirm and process your special handling requests (which may incur additional costs).

Net Order: 48,428.21  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 2,905.69  
**Order Total:** 51,333.90  
Less Deposit: 0.00

436 100th Avenue  
 Zeeland, MI 49464  
 Phone # 616-741-9760  
 www.wmfoodequip.com

Date	Invoice #
6/24/2025	322408

**Bill To**

Home Slice Pizzeria  
 111 S Grand Street  
 Marshall, MI 49068

**Ship To**

Home Slice Pizzeria  
 111 S Grand Street  
 Marshall, MI 49068

P.O. Number
Brian

Terms	Rep	Ship Date	Via	FOB
Due on receipt	MJD	6/24/2025	Our Truck	Zeeland

Qty	Item	Description	Rate	Amount
1	MBF8005GR	DELIVERED 6/24 - Atosa Refrigerator, reach-in, two-section, 51-3/4"W x 33-1/4"D x 82-7/8"H, top mount self-contained refrigeration, 44.5 cu. ft. (2) locking hinged solid doors, digital temperature control, 33° to 40°F temperature range, (6) adjustable shelves, interior LED lighting, automatic evaporation, air defrost, stainless steel interior & exterior, galvanized steel back, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 6.5 amps, cord, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® (SN# MBF8005AUS1TP31003)	3,255.71	3,255.71T
1	Delivery	Delivery Charge (Includes: Existing Unit Removal/Take Away, and Replacement Unit Installation)	250.00	250.00
1	HCD-375	DELIVERED 6/24 - Winco Chopper/Dicer, 3/8" blade, cast aluminum frame, stainless steel blades, non-skid feet, Kattex, NSF	128.00	128.00T

*6/24/25*

**Subtotal**



436 100th Avenue  
 Zeeland, MI 49464  
 Phone # 616-741-9760  
 www.wmfoodequip.com

# Invoice

Date	Invoice #
1/23/2023	5556

**PAID**  
 01/23/2023

Bill To	Ship To
---------	---------

Home Slice Pizzeria  
 111 S Grand Street  
 Marshall, MI 49068

Home Slice Pizzeria  
 111 S Grand Street  
 Marshall, MI 49068

P.O. Number
Brian

Terms	Rep	Ship Date	Via	FOB
Due on receipt	RB	1/23/2023	Our Truck	Zeeland

Qty	Item	Description	Rate	Amount
1	Equipment Sales ...	(USED) Hobart H600T Planetary Mixer, 1HP, 60 quart capacity, (4) fixed speeds, gear-driven transmission, 20-Minute, #12 taper attachment hub, stainless steel bowl, dough hook, 200V, 3PH	7,500.00	7,500.00
1	Delivery	Delivery Charge	250.00	250.00
		**** WARRANTY TO START APRIL 1, OF 2023 ****		

Title to Merchandise: Title to merchandise included in this contract shall remain the property of West Michigan Food Equipment, Inc. until payment in full for the items and for any other related charges due under this agreement are paid in full. If the BUYER fails to pay any amount which is due to West Michigan Food Equipment, West Michigan Food Equipment may enter any business property and without breach of the peace take possession of any or all collateral and exercise our rights in the event of default of a secured party as specified under the Uniform Commercial Code.

Customer Signature:

Date:

<b>Subtotal</b>	\$7,750.00
<b>Sales Tax (6.0%)</b>	\$450.00
<b>Payments/Credits</b>	-\$8,200.00
<b>Total</b>	\$8,200.00
<b>Balance Due</b>	\$0.00

**FULL UNCONDITIONAL WAIVER**

Our contract with SWANSON MECHANICAL SERVICE, LLC, 614 N. Main St. Suite B, OLIVET, MI 49076 to provide specially fabricated materials and labor (Commercial Ventilation Equipment) for the improvement to the property described as:

Home Slice at 115 South Grand Street , Marshall, MI

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

x  \_\_\_\_\_

Mr. Mike Day  
Captive-Aire Systems, Inc.  
4641 Paragon Park Road  
Raleigh, NC 27616  
Telephone: (919) 882-2410

on: May 17, 2023

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

Reference No.: 470728-5753821



SWANSON MECHANICAL SERVICE, LLC  
 614 N MAIN ST  
 OLIVET, MI 49076

(269) 749-9508  
 www.swansonmechanical.net



<h1>INVOICE</h1>	
DATE	INVOICE #
May 31, 2023	<b>8046-4A</b>

*We accept VISA & MASTERCARD*

*Serving Mid-Michigan With Parts • Service • Installation • HVAC • Refrigeration • Plumbing • Electrical • Solar  
 We're small enough to know you, and large enough to serve you.*

<b>BILL TO:</b> HomeSlice Pizza 115 S Grand Marshall, Michigan 49068	<b>SHIP TO:</b> 115 S Grand Marshall, Michigan 49068
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**Description of Work Performed:** Install Hood System

TERMS	P.O. NUMBER	REP	SHIP	VIA	F.O.B.	PROJECT
Net 10		CJ	04/13/2023			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1.00		Installation			52,912.00	52,912.00
<b>LIMITED WARRANTY:</b> All materials, parts and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of above named company. No refund on electrical parts. <b>20% RESTOCKING CHARGE ON ALL RETURN ITEMS.</b>  I have authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of the Seller. CUSTOMER SIGNATURE _____ DATE _____					<b>Total:</b>	\$ 52,912.00
					(+) <b>Tax:</b>	\$ 0.00
					<b>Grand Total:</b>	\$ 52,912.00
					Amount Paid:	\$ 26,500.00
					<b>TOTAL:</b>	<b>\$ 26,412.00</b>
Thank you for your business.						

Terms - Net 10 days: Accounts not paid after 30 days are subject to a finance charge of 1 ½ % per month which is an annual percentage rate of 18%.



New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed Retailer License & Permit Application (LCC-100) with the documents required to be submitted with that form and any other documents required as listed below.

Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Brian Osterwalder
Address to be licensed: 115 S Grand Street
City: Marshall Zip Code: 49068
City/township/village where license will be issued: Marshall County: Calhoun
Contact Name: Brian Phone: 567-230-6789 Email: hspmarshall@gmail.com
Mailing address (if different from above):
City: Marshall Zip Code: 49068

I am applying for the following on-premises redevelopment or development district license:

[ ] MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5

Select one: [X] Class C [ ] B-Hotel [ ] Tavern [ ] A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
- Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
- Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
The initial enhanced license fee for a license issued under this section is \$20,000.00

[X] MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5

Select one: [X] Class C [ ] B-Hotel [ ] Tavern [ ] A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
- Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
- Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
- Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
- Principal Shopping District under Public Act 120 of 1961
The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years
The building shall be a restoration or rehabilitation of an existing building and cannot be a brand new building
The building that will house the proposed licensed premises must have at least \$75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued
The licensed business must be engaged in activities related to dining, entertainment, or recreation
The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
The initial enhanced license fee for a license issued under this section is \$20,000.00

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

**Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents**

<input type="checkbox"/> Resolution from local governmental unit establishing the redevelopment project area
<input type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none"><li>• The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).</li><li>• Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.</li></ul>
<input type="checkbox"/> Legible map of the redevelopment project area which clearly labels all street names

**Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents**

<input checked="" type="checkbox"/> Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established: <ul style="list-style-type: none"><li>• Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities</li><li>• Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities</li><li>• Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities</li><li>• Public Act 120 of 1961 for Principal Shopping Districts</li></ul>
<input checked="" type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none"><li>• The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).</li></ul>
<input checked="" type="checkbox"/> Legible map of the development district or area which clearly labels all street names

**Part 3 - Available License Search**

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

<input checked="" type="checkbox"/> I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located. <ul style="list-style-type: none"><li>• Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.</li><li>• Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.</li><li>• Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.</li><li>• Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.</li><li>• Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.</li></ul>
<input checked="" type="checkbox"/> There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.
<input checked="" type="checkbox"/> There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

**Part 4 - Local Governmental Approval**

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the [Local Governmental Unit Approval Form \(LCC-106\)](#) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C\* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C\* license issued under the provisions of MCL 436.1521a(1)(b)

*\*May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

**Part 5 - Signature of Applicant**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

\_\_\_\_\_  
Print Name of Applicant & Title

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Please return this completed form along with corresponding documents:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Fax to: 517-763-0059



## Retailer License & Permit Application

**Before you begin filling out the attached application, please review this checklist for the applicable forms and documents you will need to submit with your completed application form.**

**The attached LCC-100 form will automatically calculate fees when opened using Adobe Acrobat Reader. The form's functionality may not work with third-party PDF readers. You may download a free copy of Adobe Acrobat Reader on the Adobe website:**

<https://get.adobe.com/reader/>

- Completed Retail License & Permit Application (Form LCC-100, attached)
- [Livescan Fingerprint Form\\*](#) (attached)
- Inspection, License, and Permit Fees

Are you transferring stock or membership interest? If yes, use the [License Interest Transfer Application \(LCC-101\)](#).

- Corporate Documents (see list below) - Submit for the applicant company, and if the applicant company has multiple levels of ownership structure in which stockholders or members are also companies, submit the applicable documents listed below for any stockholder or member companies to the third level of ownership - for example: applicant company > stockholder/member (level 1) > stockholder/member (level 2) > stockholder/member (level 3).
- Multi-Tier Organizational Chart - If the applicant company has more than three levels of ownership structure please provide an organizational chart that shows all the levels of ownership to individual people, including trusts.
- [Local Government Authorization \(Form LCC-106\)](#) - **For a new on-premises license only**
- Purchase agreement - **For the transfer of ownership of a license**
- Property document (lease, deed, land contract, etc.)
- New Specially Designated Merchant license documents - **For a new Specially Designated Merchant license only** (see page 3)
- [New On-Premises Resort License Questionnaire \(LCC-109a\)](#) or [New On-Premises Redevelopment or Development District License Questionnaire \(LCC-109b\)](#) - **For a new on-premises Resort, Redevelopment, or Development District license only**

If applicant is a corporation also include (pursuant to R 436.1109):

*If any of the stockholders of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).*

- [Report of Stockholders/Member/Partners \(Form LCC-301\)](#)
- Copy of Articles of Incorporation filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- Current Certificate of Good Standing from the state where incorporated and Certificate of Authority to Do Business in Michigan, if incorporated outside of Michigan.
- Certified copy of the minutes of a meeting of its board of directors or a statement signed by an officer of the corporation naming the persons authorized by corporate resolution to sign the application and other documents required by the Commission or [Part 3 of Form LCC-301](#).

If applicant is a limited liability company also include (pursuant to R 436.1110):

*If any of the members of the applicant are corporations or limited liability companies, also submit a copy of the documents listed below for those companies (except for the Certificate of Authority to Do Business in Michigan, which is required for the applicant only).*

- [Report of Stockholders/Member/Partners \(Form LCC-301\)](#)
- Copy of Articles of Organization filed with the Corporations Division of the Department of Licensing & Regulatory Affairs
- Copy of the operating agreement or bylaws of the applicant company
- Current Certificate of Authority to Do Business in Michigan, if the LLC is a non-Michigan LLC.
- Statement signed by a manager of the limited liability company or by at least 1 member if management is reserved to the members naming the person authorized to sign the application and other documents required by the Commission or [Part 3 of Form LCC-301](#).

\*Fingerprints are required for applicants that are not currently licensed by the MLCC and will hold 10% or more interest in a license or applicant entity.



### Retailer License & Permit Application

For information on retail licenses and permits, including a checklist of required documents for a completed application, please visit the Liquor Control Commission's frequently asked questions website [by clicking this link](#).

#### Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): Brian Osterwalder	
Address to be licensed: 115 S Grand Street	
City: Marshall	Zip Code: 49068
City/township/village where license will be issued: Marshall	County: Calhoun
Federal Employer Identification Number (FEIN): 884061361	

1. Are you requesting a new license?  Yes  No
2. Are you applying ONLY for a new permit or permission?  Yes  No
3. Are you buying an existing license?  Yes  No
4. Are you transferring the classification of an existing on premises license?  Yes  No
5. Are you modifying the size of the licensed premises?  Yes  No  
 If Yes, specify:  Adding Space  Dropping Space  Redefining Licensed Premises
6. Are you transferring the location of an existing license?  Yes  No
7. Is this license being transferred as the result of a default or court action?  Yes  No
8. Do you intend to use this license actively?  Yes  No

*Leave Blank - MLCC Use Only*

#### Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s):	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

#### Part 3 - Licenses, Permits, and Permissions

Off Premises Licenses - Applicants for off premises licenses, permits, and permissions (e.g. convenience, grocery, specialty food stores, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

On Premises Licenses - Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

#### Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	<b>TOTAL FEES:</b>
------------------	------------------------	--------------------

**Schedule A - Licenses, Permits, & Permissions**

Applicant name: \_\_\_\_\_

<b>Off Premises License Type:</b>	<b>Base Fee:</b>	<small>Fee Code MLCC Use Only</small>
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	
<input type="checkbox"/> <input type="checkbox"/> Resort SDD License	Upon Licensure/\$150.00	

*Resort SDD Licenses may only be issued in governmental units having a population of 50,000 or less*

<b>Off Premises Permits:</b>	<b>Base Fee:</b>
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input type="checkbox"/> Sunday Sales Permit (PM)** <i>(Held with SDD License)</i>	\$22.50
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Secondary Location Permit - Complete <a href="#">Form LCC-201</a>	
<input type="checkbox"/> Beer and Wine Tasting Permit	No charge
<input type="checkbox"/> Living Quarters Permit	No charge

<b>On/Off Premises Permission Type:</b>	<b>Base Fee:</b>
<input type="checkbox"/> Off-Premises Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> Motor Vehicle Fuel Pumps	No charge

\*Sunday Sales Permit (AM) allows the sale of liquor, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

\*\*Sunday Sales Permit (PM) allows the sale of liquor on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of liquor. Additional bar fees and B-Hotel room fees are also calculated as part of the permit fee.

Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.

<b>Inspection, License, Permit, &amp; Permission Fee Calculation</b>	
Number of Licenses: _____	x \$70.00 Inspection Fee
Total Inspection Fee(s):	_____
Total License Fee(s):	_____
Total Permit Fee(s):	_____
<b>TOTAL FEES DUE:</b>	_____

*Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.*

**Make checks payable to State of Michigan**

<b>On Premises License Type:</b>	<b>Base Fee:</b>	<small>Fee Code MLCC Use Only</small>
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> Class C License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input checked="" type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii)		
<i>B-Hotel or Class C Licenses Only:</i>		
<input type="checkbox"/> <input type="checkbox"/> Additional Bar(s)		
Number of Additional Bars: _____		

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

<b>On Premises Permits:</b>	<b>Base Fee:</b>
<input checked="" type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	15%**
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Banquet Facility Permit - Complete <a href="#">Form LCC-200</a>	

*A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions. It is not a banquet room on the licensed premises.*

<input type="checkbox"/> Outdoor Service	No charge
<input type="checkbox"/> Dance Permit	No charge
<input type="checkbox"/> Entertainment Permit	No charge
<input type="checkbox"/> Extended Hours Permit:	No charge
<input type="radio"/> Dance <input type="radio"/> Entertainment	Days/Hours: _____
<input type="checkbox"/> Specific Purpose Permit:	No charge
Activity requested: _____	
Days/Hours requested: _____	
<input type="checkbox"/> Living Quarters Permit	No charge
<input type="checkbox"/> Topless Activity Permit	No charge

## Schedule B - New Specially Designated Merchant (SDM) License Supplemental Application - New SDM License Applications ONLY

Applicant name:

Effective January 4, 2017 pursuant to MCL 436.1533(5), Specially Designated Merchant (SDM) licenses are quota licenses based on one (1) SDM license for every 1,000 of population in a local governmental unit. MCL 436.1533 provides for several exemptions from the quota for qualified applicants. Please carefully read the requirements in the boxes below, selecting the applicable approved type of business option(s) from Section 1 and an applicable new SDM license quota option from Section 2.

### Section 1 - Requirements to Qualify as Approved Type of Business for New SDM License Applicants

Applicant must meet one (1) or more of the following conditions (check those that apply to your business):

- a. Applicant holds and maintains retail food establishment license or extended retail food establishment license under the [Food Law of 2000, MCL 289.1101 to MCL 289.8111](#).
- b. Applicant holds or has been approved for Specially Designated Distributor (SDD) license.
- c. Applicant holds or has been approved for an on-premises license, such as a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.

### Section 2 - Quota Requirements for New SDM License Applicants

Applicant must qualify under one of the following sections of the Liquor Control Code regarding the SDM quota:

- a. Applicant is an applicant for or holds a Class C, A-Hotel, B-Hotel, Tavern, Club, G-1, or G-2 license.  
*MCL 436.1533(5)(a) - SDM license is exempt from SDM quota and license cannot be transferred to another location.*
- b. Applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.  
*MCL 436.1533(5)(b)(i) - SDM license is exempt from SDM quota and license cannot be transferred to another location.*
- c. Applicant's establishment is a pharmacy as defined in the [Public Health Code, MCL 333.17707](#).  
*MCL 436.1533(5)(b)(ii) - SDM license is exempt from SDM quota and license cannot be transferred to another location.*
- d. Applicant's establishment qualifies as a marina under [MCL 436.1539](#).  
*MCL 436.1533(5)(e) - SDM license is exempt from SDM quota and license may be transferred to another location if the applicant complies with MCL 436.1539 at the new location.*
- e. Applicant does not qualify under any of the quota exemptions or waiver listed above.  
*MCL 436.1533(5) - Commission shall issue one (1) SDM for every 1,000 population in a local governmental unit and an unissued SDM must be available in the local governmental unit for the applicant to qualify. SDM license may be transferred to another location.*

### Documents Required To Be Submitted with New SDM License Application

In addition to the documents listed on the application checklist, the new SDM license applicant must submit the documents listed below, as applicable, with its application to comply with the requirements described above. Select one or more of the following:

- Copy of retail food establishment license or extended retail food establishment license for a SDM license. The name on the food establishment license must match the applicant name in Part 1 of this application form. *A food establishment license is not required for a SDM license to be issued in conjunction with a SDD license or an on-premises license.*
- If applying under Section 2b above, documentary proof that applicant's establishment is at least 20,000 square feet and at least 20% of gross receipts are derived from the sale of food.
- If applying under Section 2c above, a copy of the pharmacy license issued under the Public Health Code.

**Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner**

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed [Form LCC-301](#).

For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: Brian Osterwalder		
Home address: 17240 20 Mile Rd		
City: Marshall	State: MI	Zip Code: 49068
Business Phone: 269-248-6230	Cell Phone: 567-230-6789	Email: hspmarshall@gmail.com
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If Yes, please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. Pursuant to MCL 436.1603, a retailer licensee <u>may not</u> hold interest in a manufacturer or wholesaler licensee. <input type="radio"/> Yes <input checked="" type="radio"/> No		
Do you hold 10% or more interest in the applicant entity? <input checked="" type="radio"/> Yes <input type="radio"/> No		
If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed " <a href="#">Livescan Fingerprint Background Request</a> " with your application.		

**Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).**

Date of Birth: 12/07/1977	Social Security Number: 301-88-5108	Driver's License Number: O236098738932	
Are you a citizen of the United States of America?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Have you ever legally changed your name?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
If you answered "yes", please list your prior name(s) (including maiden):			
Spouse's full name (if currently married): Rebecca Osterwalder			
Spouse's date of birth: 07071980	Is your spouse a citizen of the United States of America? <input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan?		<input checked="" type="radio"/> Yes <input type="radio"/> No	
Does your spouse hold a retail, manufacturer, or wholesaler license issued by the MLCC?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If Yes, list below (attach additional pages if necessary):		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Date	City/State	Charge	Disposition

**Part 5c - Signature**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

Print Name	Signature	Date
------------	-----------	------

**Part 6 - Contact Information**

Provide information on the contact person for this application. Please note that corporations and limited liability companies must provide documentation (e.g. meeting minutes, corporate resolution) authorizing anyone other than the applicant or an attorney of record to be the contact person. If an authorization is not provided, your contact person will not be acknowledged if they are anyone other than the applicant or attorney.

What is your preferred method of contact?				<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?				<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Brian Osterwalder			Relationship:				
Mailing address: 17240 20 Mile Rd							
City: Marshall			State: MI			Zip Code: 49068	
Phone: 567-230-6789		Fax number:			Email: hspmarshall@gmail.com		

**Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)**

Attorney name:			Member Number: P-				
Attorney address:							
Phone:		Fax number:			Email:		
Would you prefer that we contact your attorney for all licensing matters related to this application?						<input type="radio"/> Yes	<input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?						<input type="radio"/> Yes	<input type="radio"/> No

**Part 8 - Signature of Applicant**

**Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.**

**Notice:** When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

---

 Print Name of Applicant & Title

---

 Signature of Applicant

---

 Date

Please return this completed form along with corresponding documents and fees to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933

Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906

Fax to: 517-284-8557



**ITEM 6.B**

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**TO:** [AGENDA\_OFFICIAL\_BODY]  
**FROM:** Michelle Eubank, City Clerk  
**DATE:** June 30, 2025  
**SUBJECT:** PASTA BELLA DDA LIQUOR LICENSE REQUEST - 301 E MICHIGAN AVE

---

**RECOMMENDATION:**



## DOWNTOWN DEVELOPMENT LIQUOR LICENSE APPLICATION

CITY OF MARSHALL AND THE MARSHALL DOWNTOWN DEVELOPMENT AUTHOR    JOINT APPLICATION  
FOR LICENSES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY

Downtown Development Authority Liquor Licenses are licenses available to businesses within the Downtown Development district. Through the provisions of Public Act 501 of 2006, the Liquor Control Commission (LCC) may issue new public on-premises liquor licenses to local units of government. In order to allow cities to enhance the quality of life for their residents and visitors to their communities, the LCC may issue public on-premises licenses in addition to those quota licenses allowed in cities under Section 531 (L) of the Michigan Liquor Control Code, Public Act 58 of 1998 as amended.

Those located within the City of Marshall Downtown Development Authority may be eligible for these licenses (see Appendix A). In order to apply at the State level for a Downtown Development Liquor License, applicants must first complete the local approval process (see Appendix D). The local approval process typically takes between three and four months from the initial application submission.

### SECTION I - Eligibility Requirements

*Applicants must meet all of the following criteria:*

- The applicant has called the Michigan Liquor Control Commission (MLCC) at 866-813-0011 to discuss the best liquor license options for the applicant
- The building is located within the City of Marshall Downtown Development Authority boundaries (see Appendix A)
- Applicant venue is open to the general public
- The seating capacity is at least 25
- At least \$75,000 has been expended for the rehabilitation or restoration of the building in the preceding 5 years (new buildings are not eligible), or a commitment to expend at least such amount as a capital investment in the building before the license is issued has been made
- The applicant and associated business partners have no unpaid taxes outstanding to the City of Marshall
- The applicant is aware that the Downtown Development Authority Liquor License State fee is \$20,000 and the license cannot be relocated from its original location, and should the applicant's operation cease its business, the liquor license must be surrendered to the MLCC
- The amount of public and private investment in real and personal property within the development district has been at least \$200,000 in the preceding 5 years, as verified by the City Assessor's affidavit (applicant must request verification from the City)

**Note:** Per state requirements, a new application to sell alcoholic beverages at retail may be denied if the proposed location is within 500 feet of a church or school. The MLCC may waive the church/school provision if the church or school does not file an objection to the proposed license. If the church or school does file an objection, the MLCC shall hold a hearing before making a decision on the issuance of the license. It is recommended that applicants within 500 feet of a church or school reach out to those entities prior to submitting an application.

---

## SECTION II - Application Checklist

Complete City’s Downtown Development Authority Liquor License application and submit with the attachments listed below to the City of Marshall for review. Upon receipt of a complete application, the City of Marshall will schedule a meeting with applicant and Liquor License Review Committee in 2-4 weeks.

### Application Documents & Attachments

- A. City of Marshall Downtown Development Authority Liquor License Application (Appendix B)
- B. Applicant Business Plan
- C. A notarized signed lease, copy of deed, or purchase agreement
- D. Appropriate documentation (receipts or paid invoices) demonstrating at least \$75,000 has been expended for the rehabilitation or restoration of the building
- E. Per City and MLCC requirements, evidence that the applicant made an attempt to secure an on-premise quota license or escrow license, but was unsuccessful (see Appendix C for details)
- F. Application processing fee of \$425, payable to the City of Marshall

Submit by mail, email or in-person to the City of Marshall at:

By mail/in-person: 323 W Michigan Ave  
Marshall, MI 49068  
Monday-Friday, 8 a.m. to 5 p.m.

By email: [meubank@cityofmarshall.com](mailto:meubank@cityofmarshall.com)

### Next Steps

Please see Appendix D for a step-by-step overview of the City’s Downtown Development Authority liquor license application process. Contact information for all local offices involved is listed below.

---

Contact	Phone	Email
Marshall Director of Community Development	269.558.0354	<a href="mailto:mstrange@cityofmarshall.com">mstrange@cityofmarshall.com</a>
Marshall City Assessor’s Office	269.781.5183	<a href="mailto:kwright@cityofmarshall.com">kwright@cityofmarshall.com</a>
Marshall City Clerk’s Office	269.558.0351	<a href="mailto:meubank@cityofmarshall.com">meubank@cityofmarshall.com</a>
Marshall Police Department	269.781.2596	<a href="mailto:ttravis@cityofmarshall.com">ttravis@cityofmarshall.com</a>

---

## **State Application Process**

Once the applicant has completed the local application process and received approval from the Marshall City Council, the applicant must then submit all required application materials and fees to the Michigan Liquor Control Commission. For questions about the Michigan Liquor Control Commission process, please contact 866-813-0011 or visit [Michigan.gov/lcc](https://www.michigan.gov/lcc).

Applicants will be required to complete the following documents:

- 1) Michigan Liquor Control Commission Application  
[https://www.michigan.gov/documents/lara/LCC100\\_507420\\_7.pdf](https://www.michigan.gov/documents/lara/LCC100_507420_7.pdf)
- 2) New On-Premises Redevelopment or Development District License Questionnaire  
[https://www.michigan.gov/documents/lara/lcc109b\\_628392\\_7.pdf](https://www.michigan.gov/documents/lara/lcc109b_628392_7.pdf)

**APPENDIX A**

**APPENDIX B**



<b>For Office Use Only</b>	
Received by: _____	Date _____
Amt. Paid: _____	
Date Circulated: _____	

**DOWNTOWN DEVELOPMENT AUTHORITY LIQUOR LICENSE APPLICATION**

*CITY OF MARSHALL AND MARSHALL DOWNTOWN DEVELOPMENT AUTHORITY JOINT APPLICATION FOR LICENSES WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY*

**APPLICANT CONTACT**

This is the individual who will serve as the primary representative of the business during the application process.

Last Name	TOMPKINS	First	SETH	M.I.	P	Date	6-16-2025
Street Address	26100 AMERICAN DR			Apartment/Unit #	STE 500		
City	SOUTHFIELD	State	MI	ZIP	48034		
Phone	248-320-9972	E-mail Address	SETH@SETHTOMPKINSLAW.COM				
Date of Birth	N/A	Driver's License	Number	N/A		State	N/A

SEE ATTACHED MLCC PERSONAL INFO DOCS REGARDING APPLICANT'S OWNER FOR ADDITIONAL INF

**APPLICANT TO BE LICENSED INFORMATION**


Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant/Business name	PASTA BELLA, LLC						
Address to be licensed	301 E MICHIGAN AVE			Unit/Suite #			
City	MARSHALL	State	MI	ZIP	49068		
Phone	517-474-6254	E-mail Address	jamiewitkow@gmail.com				
Mailing address (if different from above):							
City		State		ZIP			

**BUSINESS PREMISES INFORMATION**

Type of Business	RESTAURANT	Hours of operation	M 12A-8P, TU-SAT 11A-9PM, SUN CLOSED
Part Time Jobs Created		Full Time Jobs Created	Manager Jobs Created
Estimated investment and size of the overall project	\$100,000.00+		
Anticipated date of completion of the project (must be within 6 months of City Commission approval) See: Section 4-A-4	ALREADY OPEN AND OPERATING		
List all uses, current and proposed, located on the premises or in the development (e.g., restaurant, hotel):	RESTAURANT (CURRENT) W/MLCC LICENSE(S) (PROPOSED)		

ADDITIONAL INFORMATION		
Has the applicant, ever, prior to this application, made application for a license to sell beer and wine or spirits?		
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If yes, state the date, place and disposition of each application
EL TAJIN MEXICAN RESTAURANT LLC		
104 W Michigan Ave, Marshall, MI 49068-1522 - APPROVED AUGUST 2023		
Has the applicant ever been convicted of a felony?		
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain
Is the applicant disqualified under the State Liquor Control Act or any provision of Chapter 115 of the Marshall City Code from receiving a license?		
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	<b>Please prepare a full copy of your business plan to submit with this application.</b>

DISCLAIMER AND SIGNATURE	
By signing the application the applicant affirms that the information provided herein is true and accurate to the best of his or her knowledge that he or she will not violate any ordinance of the City of Marshall or laws of the United States of America or the State of Michigan in the conduct of the licensed business. The applicant further affirms that should any of the information contained in this application, or any attachment thereto, change during the term of this license the applicant will notify the City Clerk in writing of the change within thirty (30) days.	
All applications must be accompanied by the \$425 application fee. Please make checks payable to 'City of Marshall'	
Signature	Date
	6/16/2025

Jamie Witowski, sole member of Pasta Bella, LLC

**APPENDIX C**

**Attachment D – Providing evidence of attempts to secure on-premise quota license or escrow license**

Visit [Michigan.gov/lcc](http://Michigan.gov/lcc) to 1) conduct a search for licenses in escrow in attempt to purchase 2) verify there are no on-premise quota licenses available. This step is required for both local approval by the City and for the State MLCC application. Applicant should keep records of items below on hand.

**Escrowed License Search**

- [Visit Michigan.gov/lcc](http://Michigan.gov/lcc)
- Click Active & Escrowed License Search
- Under “Group,” select “Retail – On Premises”
- Under “Status,” select “Escrow”
- Under “County,” select “Calhoun”
- Click “Search”
- The resulting list can be downloaded in an Excel or CSV file, or printed
- Proof of attempt includes
  - Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.
  - Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.
  - Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.
  - Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.
  - Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.

**On Premise Quota License**

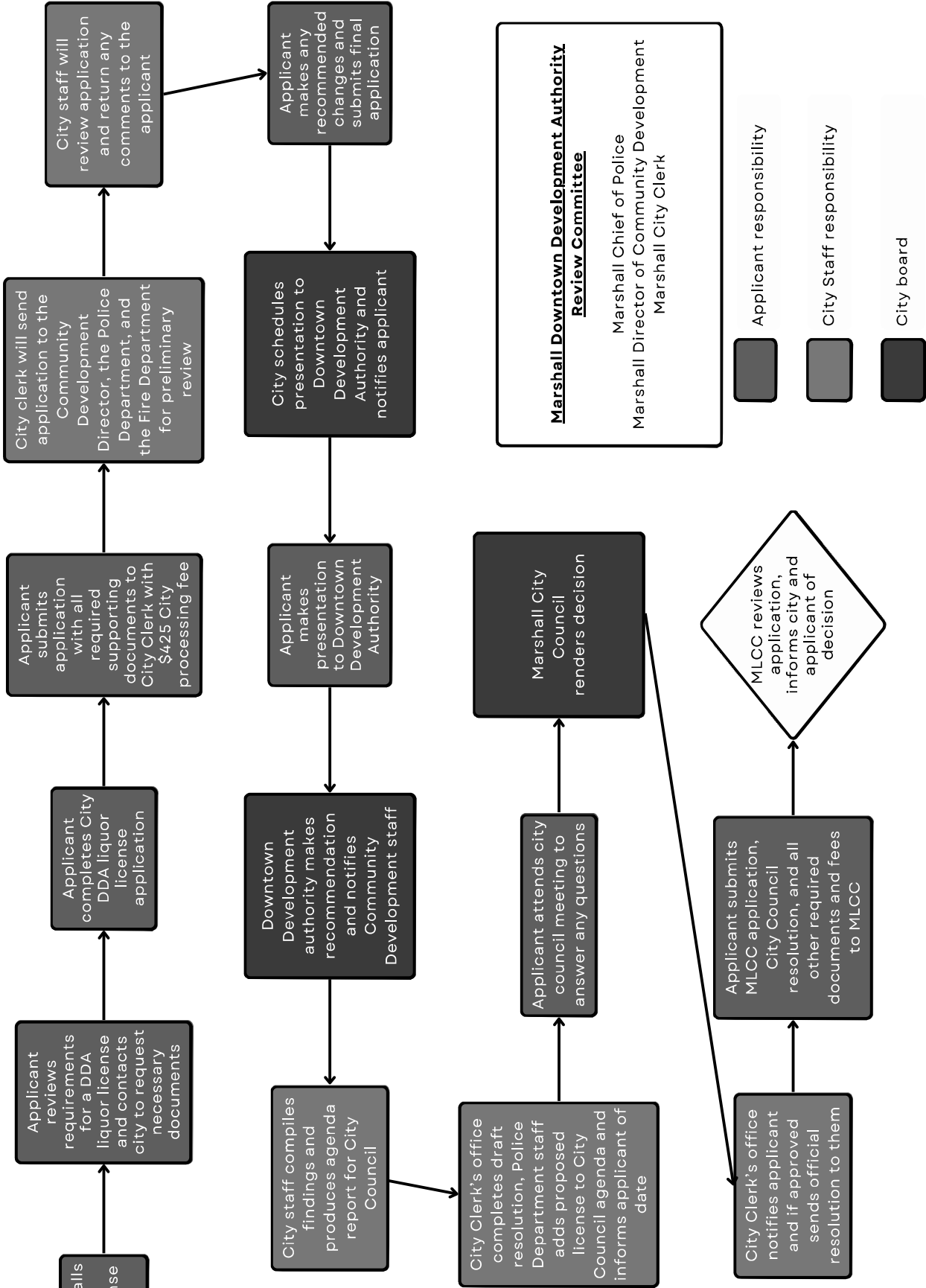
- [Visit Michigan.gov/lcc](http://Michigan.gov/lcc)
- Click Local Government Quota Lookup
- Search Marshall City, click to view licenses
- Verify there are no available Marshall City Retail On Premises licenses (see below)
- Print page to include with application

Quota Name	Type	Allowed	Issued	Available	Allocated
KALAMAZOO CITY - Retail - On Premises - - - -	Retail - On Premises	50	54	-4	0
KALAMAZOO CITY - Retail - SDD - Off Premises - - - -	Retail - SDD - Off Premises	25	25	0	0
KALAMAZOO CITY - Retail - SDM - Off Premises - - - -	Retail - SDM - Off Premises	75	58	17	2

Showing 1 to 3 of 3 entries

**APPENDIX D**

# City of Marshall Downtown Development Authority Liquor License Process



## **Pasta Bella, LLC — Business Plan for MLCC Class C Liquor License**

**Location:** 301 E Michigan Ave, Marshall, MI 49068

---

### **1. Executive Summary**

Pasta Bella is an established Italian restaurant in downtown Marshall, open Monday through Saturday from 11:00 AM to 9:00 PM. The restaurant offers dine-in service and high-quality take-away Italian cuisine at approachable prices. The addition of a Class C liquor license (beer, wine, and spirits) will enhance the dining experience, support local economic activity, and help meet customer demand.

### **2. Business Description**

- Serves authentic Italian dishes—pastas, soups, salads, and desserts—prepared with fresh, homemade ingredients.
- Popular with both local patrons and visitors.
- Currently does not offer alcoholic beverages; demand for wine or cocktails with Italian meals has been expressed by customers in public reviews.

### **3. Market Opportunity**

- Located in Marshall’s historic downtown, an area with consistent foot traffic and a growing culinary scene.
- Wine and spirits pair naturally with Italian dishes, such as Shrimp Alfredo or Chicken Carbonara.
- Reviews note customer interest in wine service, describing it as a natural enhancement to the menu.
- A liquor license will allow Pasta Bella to remain competitive with other full-service dining options in the region.

### **4. Strategic Benefits**

- **Revenue growth:** Projected 10–15% increase in per-guest sales from beverage service.
- **Customer satisfaction:** Longer stays, increased dessert sales, and overall guest experience improvements.
- **Community alignment:** Contributes to Marshall’s vision for a vibrant and attractive downtown corridor.

### **5. Operations & Compliance**

- The license will cover beer, wine, and spirits, served only during business hours by trained staff.
- Restaurant layout and staffing are sufficient; only minor modifications will be made to accommodate beverage service.

- Full compliance with all MLCC regulations, including ID verification, server training (e.g., TIPS certification), and responsible alcohol policies.

## **6. Financial Impact**

- The initial investment in the business has been in excess of \$100,000.00.
- The addition of an MLCC liquor license will support increased sales and long-term financial stability.
- These improvements are expected to lead to more stable employment opportunities and allow the business to retain and grow its team of employees.

## **7. Community & Economic Development**

- Will increase taxable sales, boost downtown foot traffic, and contribute to a broader social dining culture.
- Helps meet the goals of local economic development and supports long-term business sustainability in downtown Marshall.

---

### **Request:**

Pasta Bella, LLC respectfully seeks approval for a Class C Economic Development liquor license to complement its existing restaurant operations and better serve the Marshall community.

**AFFIDAVIT OF SETH P. TOMPKINS**

STATE OF MICHIGAN            )  
  ) §§:  
COUNTY OF OAKLAND         )

I, Seth P. Tompkins, being duly sworn, state as follows:

1. I am the attorney of Pasta Bella, LLC (the "Applicant"), and I have personal knowledge of the facts set forth in this affidavit.

2. The Company has applied for a Michigan Liquor Control Commission ("MLCC") Economic Development (DDA) Class C liquor license (the "License") to use at 301 E Michigan Avenue, Marshall, Michigan, located in Calhoun County (the "New License Application").


3. As part of the New License Application the undersigned submitted letters to the following escrowed licensees holding Class C liquor licenses to determine whether or not a Calhoun County Class C liquor license was available (the "Escrowed Licensees"):

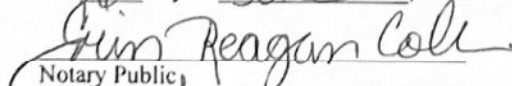
- \* Albion Food Hub, L.L.C.
- \* 4 Vines LLC
- \* Big Jim's, LLC
- \* Cereal City Concessions, LLC
- \* DB Lakefront LLC
- \* Dimor Eats LLC
- \* Inter Alia Management Group LLC
- \* Niam Holdings, LLC
- \* Oakland Hills Golf Club, L.L.C.
- \* S H E CO., Inc.
- \* Fire Hub, LLC
- \* Marshall Lanes, Inc.
- \* Torti Taco Bar and Grill LLC

4. A reasonable amount of time has passed, and (1) some of the letters to the Escrowed Licensees have been returned to the undersigned as undeliverable, or (2) the Escrowed Licensees have not contacted the undersigned to offer any of their Calhoun County Class C licenses for sale.

5. As a result of the forgoing, the Applicant has made reasonable attempts to secure an existing escrowed Calhoun County Class C license, and is unable to do so.

Further, Affiant sayeth not.

  
Seth P. Tompkins

Subscribed and sworn to before me  
this 16<sup>th</sup> day of June, 2025  
  
Notary Public  
Oakland County, Michigan  
My Commission Expires: 8/29/2025  
Acting in Oakland County, Michigan

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

ALBION FOOD HUB, L.L.C.  
112 E Erie Street  
Albion, MI 49224-1733

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

9589 0710 5270 0921 9614 49

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Albion, MI 49224

Certified Mail Fee	\$4.85	0376
Extra Services & Fees (check box, add fee as appropriate)	\$4.10	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.75	03/25/2025
Total Postage and Fees	\$9.70	
Sent To	Albion Foods Hub LLC	
Street and Apt. No., or PO Box No.		
City, State, ZIP+4®		

PS Form 3800, January 2023 PSN 7530-02-000-9000 See Reverse for Instructions

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

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FAQs >

Tracking Number:

Remove X

## 9589071052700921961449

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Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item has been delivered to the original sender at 11:15 am on April 7, 2025 in SOUTHFIELD, MI 48034.

### Get More Out of USPS Tracking:

USPS Tracking Plus®

#### Delivered

Delivered, To Original Sender

SOUTHFIELD, MI 48034

April 7, 2025, 11:15 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

April 5, 2025, 8:35 pm

#### In Transit to Next Facility

April 5, 2025

#### Vacant

ALBION, MI 49224

March 28, 2025, 1:38 pm

#### Arrived at USPS Regional Facility


DETROIT MI DISTRIBUTION CENTER

March 26, 2025, 4:12 pm

Feedback

- **Arrived at USPS Regional Facility**  
PONTIAC MI DISTRIBUTION CENTER  
March 25, 2025, 8:08 pm
- **USPS in possession of item**  
NOVI, MI 48376  
March 25, 2025, 11:33 am
- **Hide Tracking History**

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**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

4 VINES LLC  
11269 Gorsline Rd  
Battle Creek, MI 49014-8493

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

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Battle Creek, MI 49014

Certified Mail Fee	\$4.85	
Extra Services & Fees (check box, add fee to postage)		\$4.10
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.75	
<b>Total Postage and Fees</b>	<b>\$7.00</b>	

0376  
03  
Postmark Here  
03/25/2025

Sent To *4 Vines LLC*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 See Reverse for Instructions

**ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...**

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## 9589071052700921961463

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### Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivery Attempt

**Reminder to Schedule Redelivery of your item**

April 2, 2025

#### Available for Pickup

BATTLE CREEK  
90 MCCAMLY ST S  
BATTLE CREEK MI 49016-9000  
M-F 0900-1830; SAT 0900-1500  
March 28, 2025, 5:22 pm

#### Notice Left (No Authorized Recipient Available)

BATTLE CREEK, MI 49014  
March 28, 2025, 11:45 am

#### In Transit to Next Facility

March 27, 2025

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER

Feedback

March 26, 2025, 9:16 am

**Arrived at USPS Regional Facility**

PONTIAC MI DISTRIBUTION CENTER

March 25, 2025, 8:32 pm

**USPS in possession of item**

NOVI, MI 48376

March 25, 2025, 11:38 am

**Hide Tracking History**

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Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

BIG JIM'S, LLC  
16972 Burlingame Dr  
Marshall, MI 49068-8422

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Tran

\* Employment \* Regulatory Law

261 American Dr # 500, Southfield, MI 48034

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Marshall, MI 49068

Certified Mail Fee	\$4.85	0374
Extra Services & Fees (check box, add fee as appropriate)	\$4.10	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$10.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$9.68	03/25/2025

Sent To *BIG Jims LLC*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 See Reverse for Instructions

**ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...**

# USPS Tracking®

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[Remove X](#)

## 9589071052700921961517

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### Latest Update

Your item has been delivered to an agent at the front desk, reception, or mail room at 10:51 am on April 4, 2025 in SOUTHFIELD, MI 48034.

#### Get More Out of USPS Tracking:

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#### Delivered to Agent

**Delivered to Agent, Front Desk/Reception/Mail Room**

SOUTHFIELD, MI 48034

April 4, 2025, 10:51 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

April 3, 2025, 10:59 am

#### No Such Number

MARSHALL, MI 49068

March 27, 2025, 10:53 am

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER

March 26, 2025, 9:47 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

[Feedback](#)

March 25, 2025, 8:08 pm

**USPS in possession of item**

NOVI, MI 48376

March 25, 2025, 11:36 am

**Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

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**Product Information**



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Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

CEREAL CITY CONCESSIONS, LLC  
1392 Capital Ave NE  
Battle Creek, MI 49017-5476

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

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Battle Creek, MI 49017

Certified Mail Fee	\$4.85
Postage	\$0.75
<b>Total Postage and Fees</b>	<b>\$5.60</b>

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

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City, State, ZIP+4®

0376 05  
Postmark Here  
03/25/2025

PS Form 3800, January 2023 See Reverse for Instructions

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

## 9589071052700921961494

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was delivered to an individual at the address at 11:22 am on March 28, 2025 in BATTLE CREEK, MI 49017.

### Get More Out of USPS Tracking:

USPS Tracking Plus®

#### Delivered

Delivered, Left with Individual

BATTLE CREEK, MI 49017  
March 28, 2025, 11:22 am

#### Rescheduled to Next Delivery Day

BATTLE CREEK, MI 49017  
March 27, 2025, 6:56 pm

#### In Transit to Next Facility

March 27, 2025

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER  
March 26, 2025, 9:47 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER  
March 25, 2025, 8:25 pm

Feedback

● **USPS in possession of item**

NOVI, MI 48376  
March 25, 2025, 11:42 am

● **Hide Tracking History**

**What Do USPS Tracking Statuses Mean?** (<https://faq.usps.com/s/article/Where-is-my-package>)

**Text & Email Updates**



**USPS Tracking Plus®**



**Product Information**



**See Less** ^

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

DB LAKEFRONT LLC  
315 Columbia Ave W  
Battle Creek, MI 49015-3354

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

9589 0710 5270 0921 9615 00

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Battle Creek, MI 49015

Certified Mail Fee	\$4.35	0376
Extra Services & Fees (check box, add fee)	\$0.00	05
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.00	
Total Postage and Fees	\$4.35	
Sent To	DB Lakefront LLC	Postmark Here
Street and Apt. No., or PO Box No.		03/25/2025
City, State, ZIP+4®		

PS Form 3800, January 2023 PSN 7530-02-000-9001 See Reverse for Instructions

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

## 9589071052700921961500

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item has been delivered to the original sender at 11:15 am on April 7, 2025 in SOUTHFIELD, MI 48034.

#### Get More Out of USPS Tracking:

USPS Tracking Plus®

#### Delivered

Delivered, To Original Sender

SOUTHFIELD, MI 48034

April 7, 2025, 11:15 am

#### Redelivery Scheduled for Next Business Day

SOUTHFIELD, MI 48034

April 5, 2025, 9:49 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

April 4, 2025, 8:56 am

#### In Transit to Next Facility

April 3, 2025

#### Arrived at USPS Regional Facility



DETROIT MI DISTRIBUTION CENTER

April 2, 2025, 9:02 pm

Feedback

- **Vacant**  
BATTLE CREEK, MI 49015  
March 28, 2025, 10:55 am
- **Arrived at USPS Regional Facility**  
GRAND RAPIDS MI DISTRIBUTION CENTER  
March 27, 2025, 12:09 pm
- **Arrived at USPS Regional Facility**  
PONTIAC MI DISTRIBUTION CENTER  
March 25, 2025, 8:32 pm
- **Hide Tracking History**

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

- Text & Email Updates 
- USPS Tracking Plus® 
- Product Information 

See Less 

Track Another Package

## Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

Seth P. Tompkins

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

DIMOR EATS LLC  
15955 South Airport Rd  
Battle Creek, MI 49015-7608

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

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Battle Creek, MI 49015

Certified Mail Fee	\$4.85	0376
Extra Services & Fees (check box, add fee as appropriate)	\$4.10	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
Total Postage and Fees	\$7.00	

Postmark Here  
03/25/2025

Sent To *Dimor Eats LLC*  
Street and Apt. No., or PO Box No.  
City, State, ZIP+4®

PS Form 3800, January 2023 See Reverse for Instructions

**ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...**

# USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

## 9589071052700921961456

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

### Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivery Attempt

**Reminder to Schedule Redelivery of your item**

April 1, 2025

#### Available for Pickup

BATTLE CREEK  
90 MCCAMLY ST S  
BATTLE CREEK MI 49016-9000  
M-F 0900-1830; SAT 0900-1500  
March 27, 2025, 7:35 pm

#### Notice Left (No Authorized Recipient Available)

BATTLE CREEK, MI 49015  
March 27, 2025, 10:38 am

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER  
March 26, 2025, 9:47 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

Feedback

March 25, 2025, 7:56 pm

**USPS in possession of item**

NOVI, MI 48376

March 25, 2025, 11:37 am

**Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

**Text & Email Updates**



**USPS Tracking Plus®**



**Product Information**



**See Less** ^

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

INTER ALIA MANAGEMENT GROUP LLC  
303 Jackson St W  
Battle Creek, MI 49037-2306

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

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Battle Creek, MI 49037

Certified Mail Fee	\$4.85	0376
Extra Services & Fees (check box, add fee as applicable)	\$1.10	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.75	
Total Postage and Fees	\$7.00	

Sent To *Inter Alia Management*

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

05/25/2025

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

## 9589071052700921961487

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

#### Get More Out of USPS Tracking:

USPS Tracking Plus®

### Moving Through Network

#### In Transit to Next Facility

April 7, 2025

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

April 2, 2025, 10:20 pm

#### Arrived at USPS Regional Facility

DETROIT MI DISTRIBUTION CENTER

March 30, 2025, 8:20 pm

#### Forwarded

BATTLE CREEK, MI

March 27, 2025, 8:18 am

#### Arrived at USPS Regional Destination Facility




GRAND RAPIDS MI DISTRIBUTION CENTER

March 26, 2025, 9:47 am

Feedback

- **Arrived at USPS Regional Facility**  
PONTIAC MI DISTRIBUTION CENTER  
March 25, 2025, 8:24 pm
- **USPS in possession of item**  
NOVI, MI 48376  
March 25, 2025, 11:41 am
- **Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

- Text & Email Updates** 
- USPS Tracking Plus®** 
- Product Information** 

**See Less** 

Track Another Package

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**



**ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...**

# USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

## 9589071052700921961470

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

### Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivery Attempt

**Reminder to Schedule Redelivery of your item**

April 1, 2025

#### Available for Pickup

BATTLE CREEK  
90 MCCAMLY ST S  
BATTLE CREEK MI 49016-9000  
M-F 0900-1830; SAT 0900-1500  
March 27, 2025, 7:34 pm

#### Notice Left (No Authorized Recipient Available)

BATTLE CREEK, MI 49037  
March 27, 2025, 2:51 pm

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER  
March 26, 2025, 9:47 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

Feedback

March 25, 2025, 8:25 pm

**USPS in possession of item**

NOVI, MI 48376

March 25, 2025, 11:40 am

**Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

**Text & Email Updates**



**USPS Tracking Plus®**



**Product Information**



**See Less** ^

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 2025

**Sent via Certified Mail – Return Receipt Requested**

OAKLAND HILLS GOLF CLUB, L.L.C.  
11619 H Drive N  
Battle Creek, MI 49014-7925

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

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Battle Creek, MI 49014

Certified Mail Fee	\$4.85	0376
Extra Services & Fees (check box, add fee as appropriate)		03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	
<b>Total Postage and Fees</b>	<b>\$9.58</b>	

Postmark Here  
03/25/2025

Sent To Oakland Hills Golf Club  
 Street and Apt. No., or PO Box No.  
 City, State, ZIP+4®

PS Form 3800, January 2023 See Reverse for Instructions

**ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...**

# USPS Tracking®

[FAQs >](#)

Tracking Number:

[Remove X](#)

## 9589071052700921961425

[Copy](#)

[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

### Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivery Attempt

**Reminder to Schedule Redelivery of your item**

April 1, 2025

#### Available for Pickup

BATTLE CREEK  
90 MCCAMLY ST S  
BATTLE CREEK MI 49016-9000  
M-F 0900-1830; SAT 0900-1500  
March 27, 2025, 7:35 pm

#### Notice Left (No Authorized Recipient Available)

BATTLE CREEK, MI 49014  
March 27, 2025, 12:33 pm

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER  
March 26, 2025, 9:47 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

Feedback

March 25, 2025, 7:56 pm

**USPS in possession of item**

NOVI, MI 48376

March 25, 2025, 11:32 am

**Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

**Text & Email Updates**



**USPS Tracking Plus®**



**Product Information**



**See Less**

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

March 25, 20

**Sent via Certified Mail – Return Receipt Requested**

S H E CO., INC.  
872 E Michigan Ave  
Marshall, MI 49068-8537

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

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Marshall MI 49065

Certified Mail Fee	\$4.85	0376
Extra Services & Fees (check box, add fee as appropriate)	\$4.10	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here 03/25/2025
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.73	03/25/2025
Total Postage and Fees	\$9.68	
Sent To	SHE CO	
Street and Apt. No., or PO Box No.		
City, State, ZIP+4®		

PS Form 3800, January 2023 PSN 7530-02-000-9000 See Reverse for Instructions

ALERT: SEVERE WEATHER IN THE SOUTHEAST AND CENTRAL U.S AND WINTER STORMS IN ...

# USPS Tracking®

FAQs >

Tracking Number:

Remove X

## 9589071052700921961432

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

#### Get More Out of USPS Tracking:

**USPS Tracking Plus®**

#### Delivery Attempt

Reminder to Schedule Redelivery of your item

April 1, 2025

#### Notice Left (No Authorized Recipient Available)

MARSHALL, MI 49068

March 27, 2025, 12:57 pm

#### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER

March 26, 2025, 9:20 am

#### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

March 25, 2025, 7:55 pm

#### USPS in possession of item

NOVI, MI 48376

March 25, 2025, 11:31 am

Feedback

● **Hide Tracking History**

**What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)**

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**Text & Email Updates**



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**USPS Tracking Plus®**



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**Product Information**



**See Less** ^

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

June 2, 2025

**Sent via Certified Mail – Return Receipt Requested**

FIRE HUB, LLC  
175 Kendall St S  
Battle Creek, MI 49037-8468

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

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OFFICIAL USE

FRANKLIN MI 49025-9398

Postmark  
 JUN 02 2025

06/02/2025

USPS

9589 0710 5270 3133 2685 97

Certified Mail Fee \$4.85 \$4.10

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.70

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.73

Total Postage and Fees \$7.80

Sent To FIRE HUB LLC

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**Track Packages  
Anytime, Anywhere**

Get the free Informed Delivery® feature to receive automated notifications on your packages

**Learn More**

(<https://reg.usps.com/xsell?app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action>)

Tracking Number:

Remove X

## 9589071052703133268597

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:54 pm on June 9, 2025 in SOUTHFIELD, MI 48034.

Get More Out of USPS Tracking:

**USPS Tracking Plus®**

### Delivered

**Delivered, Front Desk/Reception/Mail Room**

SOUTHFIELD, MI 48034

June 9, 2025, 1:54 pm

### In Transit to Next Facility

June 8, 2025

### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

June 7, 2025, 8:31 am

### Arrived at USPS Regional Facility

DETROIT MI DISTRIBUTION CENTER

June 5, 2025, 4:36 pm

### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER

June 2, 2025, 9:19 pm

### Departed Post Office

FRANKLIN, MI 48025

June 2, 2025, 4:52 pm

### USPS in possession of item

FRANKLIN, MI 48025

June 2, 2025, 11:59 am

Feedback

### What Do USPS Tracking Statuses

Mean?

(<https://faq.usps.com/s/article/Where-is-my-package>)

---

**Text & Email Updates**



---

**USPS Tracking Plus®**



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**Product Information**



**See Less**

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

3 Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

June 2, 2025

**Sent via Certified Mail – Return Receipt Requested**

MARSHALL LANES, INC.  
1154 W Michigan Ave  
Marshall, MI 49068-1497

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

9589 0710 5270 3136 2686 03

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**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

Marshall, MI 49068

**FRANKLIN MI 48025-9998**  
JUN 02 2025  
Post Office Here  
06/02/2025  
USPS

Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee)	\$4.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$1.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$1.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.73
<b>Total Postage and Fees</b>	<b>\$7.00</b>

Sent To **MARSHALL LANES INC**  
Street and Apt. No., or PO Box No.  
City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**Track Packages  
Anytime, Anywhere**

Get the free Informed Delivery® feature to receive automated notifications on your packages

**Learn More**

(<https://reg.usps.com/xsell?app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action>)

Tracking Number:

Remove X

## 9589071052703133268603

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was delivered to an individual at the address at 12:28 pm on June 12, 2025 in MARSHALL, MI 49068.

Get More Out of USPS Tracking:

**USPS Tracking Plus®**

### Delivered

**Delivered, Left with Individual**

MARSHALL, MI 49068  
June 12, 2025, 12:28 pm

**Arrived at USPS Regional  
Destination Facility**

GRAND RAPIDS MI DISTRIBUTION  
CENTER  
June 11, 2025, 11:48 am

**Arrived at USPS Regional Facility**

DETROIT MI DISTRIBUTION CENTER  
June 9, 2025, 8:41 pm

**In Transit to Next Facility**

June 6, 2025

**Arrived at USPS Regional Facility**

PONTIAC MI DISTRIBUTION  
CENTER  
June 2, 2025, 9:13 pm

**Departed Post Office**

FRANKLIN, MI 48025  
June 2, 2025, 4:52 pm

**USPS in possession of item**

FRANKLIN, MI 48025  
June 2, 2025, 12:00 pm

Feedback

## What Do USPS Tracking Statuses

Mean?

(<https://faq.usps.com/s/article/Where-is-my-package>)

---

**Text & Email Updates**



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**USPS Tracking Plus®**



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**Product Information**



**See Less**

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

**FAQs**

Seth P. Tompkins,

Seth P. Tompkins, Esq.  
seth@sethtompkinslaw.com

June 2, 2025

**Sent via Certified Mail – Return Receipt Requested**

TORTI TACO BAR AND GRILL LLC  
80 W MICHIGAN AVE STE C, D, & E  
BATTLE CREEK, MI 49017

Re: Request for Purchase of Escrowed Calhoun County Class C License

To Whom it may concern,

I am sending this letter on behalf of a client of my law firm who seeking to purchase a Michigan Liquor Control Commission Class C liquor license. My client is not interested in purchasing an existing business, any equipment, or inventory. Rather, my client is only seeking to purchase a Class C liquor license and to transfer the license to their own business location.

Please contact the undersigned at seth@sethtompkinslaw.com to discuss this matter only if you are interested in selling your escrowed Class C liquor license for transfer to a different location. If no response is received within seven (7) business days from the date of this letter, it will be presumed that you do not have a Class C license available for sale to my client for transfer to a different location. Time is of the essence in this matter and your prompt attention to this matter is appreciated.

Very truly yours,

*Seth P. Tompkins*

Seth P. Tompkins, Esq. PLLC

Business Transactions \* Civil Litigation \* Employment \* Regulatory Law

26100 American Dr # 500, Southfield, MI 48034

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Battle Creek, MI 49017

9589 0710 5270 3133 2685 80

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee per box/period)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.73

Total Postage and Fees \$7.00

Postmark: FRANKLIN MI 48025-9998 JUN 02 2025

06/02/2025

USPS

Sent To: TORTI TACO BAR AND GRILL LLC  
 Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**Track Packages  
Anytime, Anywhere**

Get the free Informed Delivery® feature to receive automated notifications on your packages

**Learn More**

(<https://reg.usps.com/xsell?app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action>)

Tracking Number:

Remove X

## 9589071052703133268580

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item was delivered to the front desk, reception area, or mail room at 3:11 pm on June 9, 2025 in BATTLE CREEK, MI 49015.

Get More Out of USPS Tracking:

**USPS Tracking Plus®**

### Delivered

**Delivered, Front Desk/Reception/Mail Room**

BATTLE CREEK, MI 49015  
June 9, 2025, 3:11 pm

### Redelivery Scheduled for Next Business Day

BATTLE CREEK, MI 49015  
June 7, 2025, 1:32 pm

### Forwarded

BATTLE CREEK, MI  
June 5, 2025, 11:13 am

### Arrived at USPS Regional Destination Facility

GRAND RAPIDS MI DISTRIBUTION CENTER  
June 4, 2025, 6:31 am

### Arrived at USPS Regional Facility

PONTIAC MI DISTRIBUTION CENTER  
June 2, 2025, 9:14 pm

### Departed Post Office

FRANKLIN, MI 48025  
June 2, 2025, 4:52 pm

### USPS in possession of item

FRANKLIN, MI 48025

Feedback

**Hide Tracking History**

**What Do USPS Tracking Statuses Mean?**

**(<https://faq.usps.com/s/article/Where-is-my-package>)**

---

**Text & Email Updates**



---

**USPS Tracking Plus®**



---

**Product Information**



**See Less**

Track Another Package

Enter tracking or barcode numbers

## **Need More Help?**

Contact USPS Tracking support for further assistance.

**FAQs**



Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

### On-Premises Retailer License & Permit Application (LCC-100a)

#### Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): PASTA BELLA, LLC	
Address to be licensed: 301 E Michigan Ave	
City: Marshall	Zip Code: 49068
City/township/village where license will be issued: Marshall	County: Calhoun
Federal Employer Identification Number (FEIN):	

1. Are you requesting a new license?  Yes  No
2. Are you applying ONLY for a new permit or permission?  Yes  No
3. Are you buying an existing license?  Yes  No
4. Are you transferring the classification of an existing on premises license?  Yes  No
5. Are you modifying the size of the licensed premises?  
If Yes, specify:  Adding Space  Dropping Space  Redefining Licensed Premises  Yes  No
6. Are you transferring the location of an existing license?  Yes  No
7. Is this license being transferred as the result of a default or court action?  Yes  No
8. Do you intend to use this license actively?  Yes  No

*Leave Blank - MLCC Use Only*

#### Part 2 - License Transfer Information (If Applicable)

If transferring ownership of a license ONLY and not transferring the location of a license, fill out only the name of the current licensee(s)

Current licensee(s): N/A - NEW LICENSE	
Current licensed address:	
City:	Zip Code:
City/township/village where license is issued:	County:

#### Part 3 - Licenses, Permits, and Permissions

Applicants for on premises licenses, permits, and permissions (e.g. restaurants, hotels, bars, etc.) must complete the attached Schedule A and return it with this application. Transfer the fee calculations from the Schedule A to Part 4 below.

#### Part 4 - Inspection, License, and Permit Fees - Make checks payable to State of Michigan

Inspection Fees - Pursuant to MCL 436.1529(4) a nonrefundable inspection fee of \$70.00 shall be paid to the Commission by an applicant or licensee at the time of filing of a request for a new license or permit, a request to transfer ownership or location of a license, a request to increase or decrease the size of the licensed premises, or a request to add a bar. Requests for a new permit in conjunction with a request for a new license or transfer of an existing license do not require an additional inspection fee.

License and Permit Fees - Pursuant to MCL 436.1525(1), license and permit fees shall be paid to the Commission for a request for a new license or permit or to transfer ownership or location of an existing license.

Inspection Fees:	License & Permit Fees:	<b>TOTAL FEES:</b>
------------------	------------------------	--------------------

**Schedule A - Licenses, Permits, & Permissions**

Applicant name: \_\_\_\_\_

Fee Code  
MLCC Use  
Only

<b>On-Premises License Type:</b>	<b>Base Fee:</b>	Fee Code MLCC Use Only
New Transfer		
<input type="checkbox"/> <input type="checkbox"/> B-Hotel License	\$600.00	
Number of guest rooms: _____		
<input type="checkbox"/> <input type="checkbox"/> A-Hotel License	\$250.00	
Number of guest rooms: _____		
<input checked="" type="checkbox"/> <input type="checkbox"/> Class C License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Tavern License	\$250.00	
<input type="checkbox"/> <input type="checkbox"/> Resort License	Upon Licensure	
<input checked="" type="checkbox"/> <input type="checkbox"/> DDA/Redevelopment License	Upon Licensure	
<input type="checkbox"/> <input type="checkbox"/> Brewpub License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> G-1 License	\$1,000.00	
<input type="checkbox"/> <input type="checkbox"/> G-2 License	\$500.00	
<input type="checkbox"/> <input type="checkbox"/> Aircraft License	\$600.00	
<input type="checkbox"/> <input type="checkbox"/> Watercraft License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Train License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> Continuing Care Retirement Center License	\$600.00	
<input type="checkbox"/> MCL 436.1545(1)(b)(i) <input type="checkbox"/> MCL 436.1545(1)(b)(ii)		

*B-Hotel or Class C Licenses Only:*

Additional Bar(s)  
 Number of Additional Bars: \_\_\_\_\_

B-Hotel or Class C licenses allow licensees to have one (1) bar within the licensed premises. A \$350.00 licensing fee is required for each additional bar over the one (1) bar initially issued with the license.

**Licenses, permits, and permissions selected on this form will be investigated as part of your request. Please verify your information prior to submitting your application, as some licenses, permits, or permissions cannot be added to your request once the application has been sent out for investigation by the Enforcement Division.**

<b>On-Premises Permits:</b>	<b>Base Fee:</b>
<input type="checkbox"/> Sunday Sales Permit (AM)*	\$160.00
<input checked="" type="checkbox"/> Sunday Sales Permit (PM)**	
<input type="checkbox"/> Catering Permit	\$100.00
<input type="checkbox"/> Social District Permit	\$250.00
<input type="checkbox"/> Banquet Facility Permit - Complete <a href="#">Form LCC-200</a>	

*A Banquet Facility Permit is an extension of the license at a different location. It may have its own permits and permissions.*

<input type="checkbox"/> Outdoor Service	No charge
<input type="checkbox"/> Dance Permit	No charge
<input type="checkbox"/> Entertainment Permit	No charge
<input type="checkbox"/> Extended Hours Permit:	No charge
<input type="radio"/> Dance <input type="radio"/> Entertainment    Days/Hours: _____	
<input type="checkbox"/> Specific Purpose Permit:	No charge

Activity requested: \_\_\_\_\_

Days/Hours requested: \_\_\_\_\_

<input type="checkbox"/> Living Quarters Permit	No charge
<input type="checkbox"/> Topless Activity Permit	No charge
<input type="checkbox"/> Off-Premises Storage	No charge
<input type="checkbox"/> Direct Connection(s)	No charge
<input type="checkbox"/> On-Premises Public Swimming Pool Permit - Complete <a href="#">Form LCC-209</a>	

*Pursuant to MCL 436.1533, on-premises retailers may be issued a Specially Designated Merchant (SDM) license or a Specially Designated Distributor (SDD) license at the same location in conjunction with the on-premises license under certain circumstances.*

<b>Off-Premises License Type:</b>	<b>Base Fee:</b>	Fee Code MLCC Use Only
New Transfer		
<input checked="" type="checkbox"/> <input type="checkbox"/> SDM License	\$100.00	
<input type="checkbox"/> <input type="checkbox"/> SDD License	\$150.00	

<b>Off Premises Permits:</b>	<b>Base Fee:</b>
<input type="checkbox"/> SDD Sunday Sales Permit (PM)** <i>For Spirit Products</i>	\$22.50
<input type="checkbox"/> SDM Sunday Sales Permit (PM)** <i>For Mixed Spirit Drink Products</i>	\$15.00
<input type="checkbox"/> Motor Vehicle Fuel Pumps	No charge

\*Sunday Sales Permit (AM) allows the sale of spirits, mixed spirit drink, beer, and wine on Sunday mornings between 7:00am and 12:00 noon, if allowed by the local unit of government.

\*\*Sunday Sales Permit (PM) allows the sale of spirits and mixed spirit drink on Sunday afternoons and evenings between 12:00 noon and 2:00am (Monday morning), if allowed by the local unit of government. No Sunday Sales Permit (PM) is required for the sale of beer and wine on Sunday after 12:00 noon. The Sunday Sales Permit (PM) fee is 15% of the fee for the license that allows the sale of spirits or mixed spirit drink. Additional bar fees and hotel room fees are also calculated as part of the permit fee. A separate Sunday Sales Permit (PM) is required for each license that will sell spirits or mixed spirit drink on Sunday after 12:00 noon.

**Inspection, License, Permit, & Permission Fee Calculation**

Number of Licenses: <u>  2  </u> x \$70.00 Inspection Fee	
Total Inspection Fee(s):	140
Total License Fee(s):	100
Total Permit Fee(s):	90
<b>TOTAL FEES DUE:</b>	<b>\$330</b>

*Please note that requests to transfer SDD licenses will require the payment of additional fees based on the seller's previous calendar year's sales. These fees will be determined prior to issuance of the license to the applicant.*

Make checks payable to **State of Michigan**

**Part 5a - Information on Individual Applicant, Stockholder, Member, or Limited Partner**

Each individual, stockholder, member, or partner must complete Part 5a, 5b, and 5c. If a stockholder or member of an applicant company is a corporation or limited liability company, complete Part 5a and 5c and submit a completed Form LCC-301. For applications with multiple individuals, stockholders, members, or partners - each person or entity must complete a separate copy of this page.

Name: JAMIE WITKOWSKI			
Home address: 840 KENNEDY STREET			
City: JACKSON		State: MI	Zip Code: 49202
Business Phone:	Cell Phone: 517-474-6254	Email: jamiewitkow@gmail.com	
Have you ever been licensed by the Michigan Liquor Control Commission (MLCC) or do you currently hold an interest in any other licenses issued by the MLCC? If <b>Yes</b> , please list business ID numbers below. If you hold interest in 2 or more locations under the same name, please also write "chain" below. <i>Pursuant to MCL 436.1603, a retailer licensee may not hold interest in a manufacturer or wholesaler licensee.</i> <div style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</div> El Tajin Mexican Restuarant LLC (BID 0280043)			
Do you hold 10% or more interest in the applicant entity? <div style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</div> If you answered "no" to the first question and "yes" to the second question, you must submit fingerprints and undergo an investigation by the MLCC. Please see the attached instructions for submitting fingerprints to the MLCC. You must submit a copy of the completed and endorsed <u>Livescan Fingerprint Background Request (LCC-105)</u> with your application.			

**Part 5b - Personal Information (Individuals) - Must be at least 21 years of age, pursuant to administrative rule R 436.1105(1)(a).**

Date of Birth: 9-11-1990	Social Security Number: 381-13-9288	Driver's License Number: W322366603706
Are you a citizen of the United States of America? <div style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</div>		
Have you ever legally changed your name? <div style="text-align: right;"><input checked="" type="radio"/> Yes <input type="radio"/> No</div>		
If you answered "yes", please list your prior name(s) (including maiden): JAMIE KASPERZYCKI (FORMER MARRIED NAME)		
Spouse's full name (if currently married): EMILIO VAZQUEZ		
Spouse's date of birth: 3-9-1993	Is your spouse a citizen of the United States of America? <div style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</div>	
Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan? <div style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</div>		
Does your spouse hold a retailer, manufacturer, or wholesaler license issued by the MLCC? <div style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</div>		
<b>Full disclosure of criminal history must be reported, regardless of how long ago the crime occurred. State of Michigan and federal criminal background records will be checked to verify criminal history. Failure to report criminal history charges and/or local ordinance violations may result in the denial of the application. Criminal history includes felonies, misdemeanors, and local ordinance violations in Michigan or any other state for which the applicant or applicant's spouse was found guilty, pled guilty, or pled no contest.</b>		
Have you ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary): <div style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</div>		
Date	City/State	Charge
Disposition		
Has your spouse ever been found guilty, pled guilty, or pled no contest to a criminal charge or any local ordinance violations? If <b>Yes</b> , list below (attach additional pages if necessary): <div style="text-align: right;"><input type="radio"/> Yes <input checked="" type="radio"/> No</div>		
Date	City/State	Charge
Disposition		

**Part 5c - Signature**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003. (This form must be signed by the person whose information it contains).

JAMIE WITKOWSKI  4/15/2025

Print Name Signature Date

**Part 6 - Contact Information For This Application**

What is your preferred method of contact?		<input type="radio"/> Phone	<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax
What is your preferred method for receiving a Commission Order?		<input type="radio"/> Mail	<input checked="" type="radio"/> Email	<input type="radio"/> Fax	
Contact name: Seth P Tompkins	Relationship: Attorney				
Mailing address: 26100 American Drive, Suite 500					
City: Southfield		State: MI		Zip Code: 48034	
Phone: 248-320-9972	Fax number:		Email: seth@sethtompkinslaw.com		

**Part 7 - Attorney Information (If You Have An Attorney Representing You For This Application)**

Attorney name: Seth P Tompkins		Member Number: P- 63249			
Attorney address: see above					
Phone:	Fax number:		Email:		
Would you prefer that we contact your attorney for all licensing matters related to this application?					<input checked="" type="radio"/> Yes <input type="radio"/> No
Would you prefer any notices or closing packages be sent directly to your attorney?					<input checked="" type="radio"/> Yes <input type="radio"/> No

**Part 8 - Signature of Applicant**

**Be advised that the information contained in this application will only be used for this request. This section will need to be completed for each subsequent request you make with this office.**

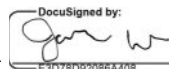
**Notice:** When purchasing a license, a buyer can be held liable for tax debts incurred by the previous owner. Prior to committing to the purchase of any license or establishment, the buyer should request a tax clearance certificate from the seller that indicates that all taxes have been paid up to the date of issuance. Obtaining sound professional assistance from an attorney or accountant can be helpful to identify and avoid any pitfalls and hidden liabilities when buying even a portion of a business. Sellers can make a request for the tax clearance certificate through the Michigan Department of Treasury.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

JAMIE WITKOWSKI, authorized signer



4/15/2025

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents and fees to:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
 Fax to: 517-284-8557



### Report of Stockholders, Members, or Partners (LCC-301)

#### Part 1 - Licensee Information

Please state your name as it is filed with the State of Michigan Corporation Division.

Licensee name(s): PASTA BELLA, LLC		
Address: 301 EAST MICHIGAN AVENUE		
City: MARSHALL	State: MI	Zip Code: 49068

#### Part 2a - Corporations - Please complete this section and attach more copies of this page if more room is needed.

Print name and address of all stockholders:	No. of Shares Issued:	Date Issued/Acquired:

Print name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109:


#### Part 2b - Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

Print name and address of all members:	Percent % Issued:	Date Issued/Acquired:
JAMIE WITKOWSKI, 840 KENNEDY STREET, JACKSON, MI 49202	100	07/16/2024

Print name and address of Managers and Assignees, pursuant to administrative rule R 436.1110:




### Report of Stockholders, Members, or Partners (LCC-301) - Continued

**Part 2c - Limited Partnerships** - Please complete this section and attach more copies of this page if more room is needed.

Print name and address of all partners:	Percent % Issued:	Date Issued/Acquired:

Print name and address of Managers, pursuant to administrative rule R 436.1111:

**Part 3 - Authorized Signers** (Authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company)

Print Name & Title: JAMIE WITOWSKI, member

Print Name & Title: SETH P TOMPKINS, attorney

Print Name & Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

I certify that the authorized signers under Part 3 of this form have been authorized in compliance with R 436.1109(1)(c) for a corporation or R 436.1110(1)(g) for a limited liability company.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

JAMIE WITKOWSKI, member

DocuSigned by:  
  
E3D78D920E6A408

4/15/2025

Print Name of Applicant or Licensee & Title

Signature of Applicant or Licensee

Date

Please return this completed form to:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Overnight packages: 2407 N. Grand River, Lansing, MI 48906  
 Fax to: 517-763-0059



### New On-Premises Redevelopment or Development District License Questionnaire

Complete and submit this questionnaire along with a fully completed *Retailer License & Permit Application (LCC-100)* with the documents required to be submitted with that form and any other documents required as listed below.

#### Part 1 - Applicant Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it is filed with the State of Michigan Corporation Division.

Applicant name(s): PASTA BELLA LLC	
Address to be licensed: 301 E MICHIGAN AVE	
City: MARSHALL	Zip Code: 49068
City/township/village where license will be issued: MARSHALL	County: CALHOUN
Contact Name: SETH P TOMPKINS	Phone: 248-320-9972
Email: SETH@SEHTOMPKINSLAW.COM	
Mailing address (if different from above): 26100 AMERICAN DR, SUITE 500	
City: SOUTHFIELD	Zip Code: 48034

I am applying for the following on-premises redevelopment or development district license:

**MCL 436.1521a(1)(a) - Redevelopment (RDA) License - Complete Parts 2a, 3, 4, & 5**

Select one:  Class C  B-Hotel  Tavern  A-Hotel

- The proposed licensed premises must be located in a redevelopment project area defined by the local governmental unit and the investment in the redevelopment project area must meet one (1) of following requirements:
  - Investment of not less than \$50 million in cities, townships, or villages having a population of 50,000 or more
  - Investment of not less than \$1 million per 1,000 people in cities, townships, or villages having a population of less than 50,000
- The licensed business must be engaged in activities related to dining, entertainment, or recreation and provide that activity not less than five (5) days per week
- The licensed business must be open to the public not less than ten (10) hours per day, five (5) days per week
- The initial enhanced license fee for a license issued under this section is \$20,000.00

**MCL 436.1521a(1)(b) - Development District (DDA) License - Complete Parts 2b, 3, 4, & 5**

Select one:  Class C  B-Hotel  Tavern  A-Hotel

- The proposed licensed premises must be located in one of the development districts or areas listed in MCL 436.1521a(1)(b):
  - Tax Increment Finance Authority District Under Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980)
  - Corridor Improvement Authority Act Development Area under Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005)
  - Downtown Development Authority (DDA) District under Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975)
  - Principal Shopping District under Public Act 120 of 1961
- The total investment in real and personal property within the development district or area shall not be less than \$200,000.00 over a period of the preceding five (5) years
- The building shall be a restoration or rehabilitation of an existing building and **cannot be a brand new building**
- The building that will house the proposed licensed premises must have at least \$75,000.00 expended for the rehabilitation or restoration of the building over the preceding five (5) years or a commitment for a capital investment of at least \$75,000.00 in the building that must be expended before the license is issued
- The licensed business must be engaged in activities related to dining, entertainment, or recreation
- The licensed business must be open to the general public and have a seating capacity of not less than 25 persons
- The initial enhanced license fee for a license issued under this section is \$20,000.00

Please Note: Pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

**Part 2a - MCL 436.1521a(1)(a) - Redevelopment (RDA) License Required Documents**

<input type="checkbox"/> Resolution from local governmental unit establishing the redevelopment project area
<input type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none"><li>• The amount of investment money expended for manufacturing, industrial, residential, and commercial development within the redevelopment project area during the preceding three (3) years (must specifically state start and end dates for the investment, i.e. January 1, 2013, to December 31, 2015).</li><li>• Statement that the amount of commercial investment in the redevelopment project area constitutes not less than 25% of the total investment in real and personal property in the area.</li></ul>
<input type="checkbox"/> Legible map of the redevelopment project area which clearly labels all street names

**Part 2b - MCL 436.1521a(1)(b) - Development District (DDA) License Required Documents**

<input type="checkbox"/> Resolution from local governmental unit establishing the development district or area which specifically references the statute under which the area was established: <ul style="list-style-type: none"><li>• Part 3 of Public Act 57 of 2018 (Formerly Public Act 450 of 1980) for Tax Increment Finance Authorities</li><li>• Part 6 of Public Act 57 of 2018 (Formerly Public Act 280 of 2005) for Corridor Improvement Authorities</li><li>• Part 2 of Public Act 57 of 2018 (Formerly Public Act 197 of 1975) for Downtown Development Authorities</li><li>• Public Act 120 of 1961 for Principal Shopping Districts</li></ul>
<input type="checkbox"/> Affidavit from the assessor, certified by the city, township, or village clerk, which states the following: <ul style="list-style-type: none"><li>• The total amount of public and private investment in real and personal property within the development district or area over a period of the preceding five (5) years (must specifically state start and end dates for the investment, i.e. January 1, 2011, to December 31, 2015).</li></ul>
<input type="checkbox"/> Legible map of the development district or area which clearly labels all street names

**Part 3 - Available License Search**

MCL 436.1521a(9) requires any person signing an application for an on-premises Redevelopment or Development District license to verify that he or she attempted to purchase any of the on-premises licenses that are in escrow that do not have a pending transfer on file with the MLCC within the county in which the applicant for the on-premises Redevelopment or Development District license proposes to operate.

You should not apply for an on-premises Redevelopment or Development District license if there is an available quota license in the local governmental unit in which the proposed licensed business will be located. You may verify the availability of quota licenses on the Commission's website using the [Local Government Quota search page](#).

<input checked="" type="checkbox"/> I verify that I have attempted to purchase any readily available on-premises escrowed licenses that do not have pending transfers on file with the MLCC in the county where the proposed licensed business will be located. <ul style="list-style-type: none"><li>• Applicant should provide a notarized affidavit outlining all attempts and responses (or lack thereof) to secure a readily available on-premises license.</li><li>• Applicant should send certified letters of inquiry as to the availability of the license to each licensee at the address listed on the licensee listing report provided by the MLCC.</li><li>• Applicant should submit copies of the letters sent, certified tags, signed certified return receipts, copies of any envelopes returned by the USPS, and copies of any correspondence received from the licensees.</li><li>• Applicant should provide dates, the name of the person contacted, and a synopsis of the conversation if escrowed licensees are contacted by telephone.</li><li>• Applicant should provide documentation regarding the fair market value of the license based on where the applicant will be located, if determinable, the size and scope of the proposed operation, and/or the existence of mandatory contractual restrictions or inclusion attached to the sale of the license when indicating to the MLCC that purchase of a license is not economically feasible or the license is not readily available.</li></ul>
<input checked="" type="checkbox"/> There are no readily available on-premises licenses in escrow in the county where the proposed licensed business will be located.
<input checked="" type="checkbox"/> There are no unissued, on-premises quota licenses readily available in the local governmental unit where the proposed licensed business will be located.

**Part 4 - Local Governmental Approval**

An applicant for a new on-premises Redevelopment or Development District license requires approval by the legislative body of the local governmental unit in which the licensed premises will be located. Applicants for a license in a city that has a population of 600,000 or more do not require local governmental approval. Please use the Local Governmental Unit Approval Form (LCC-106) or obtain a resolution from the local governmental unit that contains the same information required on the form. The form or a resolution from the city, village, or township must specifically state the applicant's legal name, if an individual person, or the corporate name of the business, the proposed licensed address, and contain a recommendation for the issuance of a license under one of the two following options:

- New Class C\* license issued under the provisions of MCL 436.1521a(1)(a)
- New Class C\* license issued under the provisions of MCL 436.1521a(1)(b)

*\*May substitute other license types such as Tavern, A-Hotel, or B-Hotel licenses*

**Part 5 - Signature of Applicant**

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

I certify that I understand that pursuant to MCL 436.1521a(8) a license issued under MCL 436.1521a cannot be transferred to another location and that if the licensee goes out of business the license issued under MCL 436.1521a shall be surrendered by the licensee to the Commission and the Commission will terminate the license.

JAMIE WITOWSKI, AUTHORIZED SIGNER

*/s/ Jamie Witowski*

6-2-2025

Print Name of Applicant & Title

Signature of Applicant

Date

Please return this completed form along with corresponding documents:  
 Michigan Liquor Control Commission  
 Mailing address: P.O. Box 30005, Lansing, MI 48909  
 Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
 Fax to: 517-763-0059



**ITEM 6.C**

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**TO:** [AGENDA\_OFFICIAL\_BODY]  
**FROM:** Marguerite Davenport, Director of Public Services  
**DATE:** June 30, 2025  
**SUBJECT:** LIGHTING AND ELECTRICAL REPAIRS FOR PARKING GARAGE

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In the fall of 2024 the Fire Inspector completed an inspection of the Parking Garage and listed several deficient items including inoperable emergency lighting. Upon further investigation by City staff and commercial electricians, it was discovered the failed lighting was likely caused by corroded electric conduit. To make the lights operable again new conduit, electric wire, and lights need to be installed.

DPW Superintendent Smith requested three quotes for the work and received two responses as follows:

Herman Electric \$31,308.21  
Albion Electric \$38,600.00  
Roc Electric - No bid

**RECOMMENDATION:**

Approve the Emergency Lighting and Electrical Repairs quote from Herman's Electric in the amount of \$31,308.21 and authorize the City Clerk and City Manager to sign all required documents.